Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Council Meeting of
June 16, 2009

Members of the Council:

SUBJECT: Transit – Amendment to Agreement (C2008-132) with Command Security Corporation

Expenditure: $205,296

RECOMMENDATION:
Recommendation of the Transit Director that Council approve an Amendment to Agreement C2008-132 with Command Security Corporation to provide security services for the Torrance Transit System. The amendment extends the Agreement until June 30, 2010 at a cost not to exceed $205,296 per year.

FUNDING
Funding is available in both the Transit Department's FY2009-10 operating budget.

BACKGROUND/ANALYSIS:
On June 24, 2008, Your Honorable Body approved a one year agreement (C2008-132) with Command Security Corporation to provide security services to the Torrance Transit System. The term of this agreement was from July 1, 2008 to June 30, 2009, with the option of a second year extension with all terms and conditions remaining the same.

The Transit Director is satisfied with the services rendered by this contractor and wishes to exercise the option of extending the contract for another year. Command Security Corporation has also agreed to a one year extension of the agreement. Attachment A of this item is an Amendment to extend the date of the contract until June 30, 2010. The contractor's annual compensation rate of $205,296 will remain the same.

Respectfully submitted,

Kim Turner
Torrance Transit Director

CONCUR:

LeRoy J. Jackson
City Manager

Attachments: A) Amendment to Agreement C2008-132

Attachment A

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of _____, 2009 by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Command Security Corporation, a New York Corporation ("CONTRACTOR")

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on July 1, 2008 whereby CONTRACTOR agreed to provide security services for the Torrance Transit Department, also known as the Torrance as the Torrance Transit System (TTS).

B. The Agreement had a term of one year and was for an amount not to exceed $205,296.

C. The City is satisfied with the level of service provided by CONTRACTOR.

D. Both parties wish to amend the Agreement to extend the term for an additional year and increase the not to exceed amount.

AGREEMENT

1. Paragraph 2, entitled "**TERM**," is amended to read in its entirety as follows:

   "2. **TERM**
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2010."

2. Paragraph 3.A entitled "CONTRACTOR's Fee," is amended to read in its entirety as follows:

   "A. CONTRACTOR's Fee.
   For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $410,592 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions

of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

4. In all other respects, the Agreement dated July 1, 2008 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE
A Municipal Corporation

_____
Frank Scotto, Mayor

Command Security Corporation
a New York Corporation

By:_____
Martin C. Blake
Chief Operating Officer

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Command Security Corporation, a New York Corporation ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide security services for the Torrance Transit Department, also known as the Torrance Transit System (TTS).

B. In order to obtain the desired services, The CITY has circulated its Request for Proposal for to Provide Security Services for the Torrance Transit System, RFP No. B2008-15 (the "RFP").

C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, The CITY is willing to award the contract to CONTRACTOR.

C2008-138

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2009.

3. **COMPENSATION**
A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $205,296 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

COPY

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY.

All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

1. In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or

hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

Ed Harris, Transit Senior Business Manger is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Jim King, Regional Manager

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any

of its agents or employees are in any manner agents or employees of the CITY.

10. **BUSINESS LICENSE**
The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**
CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**
By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. **CARE OF WORK**
CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**
Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

(a) Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

(b) Primary Property Damage of at least $250,000 per occurrence; or

(c) Combined single limits of $1,000,000 per occurrence.

(d) The insurance provided by CONTRACTOR will be primary and non-contributory while CONTRACTOR and its employees operate CITY vehicles.

(2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

(3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. <u>SUFFICIENCY OF INSURERS</u>

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. <u>CONFLICT OF INTEREST</u>

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

(1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

(2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

(3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT: Command Security Corporation

2230 South Fairview Street
Santa Ana, CA 92704
Attn: Jim King, Regional Manager
Fax: (714) 557-2331

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**
Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**
All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONTRACTOR'S AUTHORITY TO EXECUTE**
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR;

(iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto, Mayor

Command Security Corporation
a New York Corporation

By: James A. Kang, Regional Manager.
for → Martin C. Blake Jr.,
Chief Operating Officer
Command Security Corporation

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: Patrick D. Mill

Attachments: Exhibit A: RFP
Exhibit B: Proposal

Revised: 1/30/01

EXHIBIT A

REQUEST FOR PROPOSALS

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2008-15

Request For Proposal to Provide Security Services for the Torrance Transit System

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RFP SUBMITTAL INFORMATION

PLACE:	CITY OF TORRANCE Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
DEADLINE:	2:00 PM
DATE:	Thursday, May 15, 2008

The ***ORIGINAL, PLUS TWO (2) COPIES*** of the PROPOSAL must be submitted in a sealed envelope and marked with the proposal number and title.

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

All responses must include the following components:

- Submittal and Addenda Checklist (Attachment A)
- Proposer's Response (Attachment B). You must submit your response on the forms on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment C)
- References (Attachment D)
- Cost Proposal (Attachment E)
- Comprehensive Description of Employee Recruitment and Training Program

Upon award of contract, proof of insurance, as indicated in the terms and conditions of this Request For Proposal (RFP) document, must be submitted to the City Clerk's Office.

Any questions regarding this request for proposal should be directed to:

Mr. Eddie Harris, Senior Business Manager of Operations
Torrance Transit System
(310) 618-3020

NOTICE OF PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on the date and time indicated below for the purpose of reviewing the requirements of this RFP and to answer questions from potential proposers. Although attending this Pre-Proposal Conference is voluntary, all potential proposers are strongly encouraged to attend.

Place:	Torrance Transit System Operations Division 20500 Madrona Avenue Torrance, California 90503
Date and Time:	Thursday – April 24, 2008 at 3:30 P.M.

Any questions regarding this Pre-Proposal Conference should be directed to:

Mr. Eddie Harris, Senior Business Manager of Operations
Torrance Transit System
(310) 618-3020

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2008-15

Request For Proposal to Provide Security Services for the Torrance Transit System

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SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, May 15, 2008, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two copies of each proposal must be submitted in a sealed envelope and clearly marked: **"Proposal to Provide Security Services for the Torrance Transit System, RFP NO. B2008-15.**

Definitions:

The following meanings are attached to the following defined words when used in these specifications and the contract. The word "City" means the City of Torrance, California. The word "Proposer" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof. "Successful Proposer" means the Proposer, Vendor or Contractor that has been awarded the contract.

Proposal Form:

The proposal must be made on the forms provided for that purpose, enclosed in a sealed envelope, and marked **"Proposal to Provide Security Services for the Torrance Transit System, RFP NO. B2008-15** " and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to a contract. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposals will be considered.

Blank spaces in the proposal forms must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

In submitting a proposal, Proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if Proposers have met all criteria in these proposal conditions. It is essential that Proposers read each of the selections carefully and take action where necessary.

The award of the contract or contracts under this RFP will be based on competitive, procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A City of Torrance Transit System (TTS) Evaluation Committee will review and screen proposals. Proposers submitting responsive

proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in the section entitled Evaluation Criteria.

The City may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.

Proposer Responsibility:

Should the Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Senior Business Manager of Operations in writing. Written instructions will be sent notifying all known potential Proposers of such discrepencies, if any, and of any changes via an addendum.

Should the Proposer have any questions subsequent to the Pre-Proposal Conference, these questions must be submitted in writing to the Senior Business Manager of Operations prior to Thursday, May 1, 2008. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers will be sent to all known Proposers and any changes as a result of a questions will be sent via an addendum to the RFP.

The Proposer is required to complete and submit their proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive.

The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to closing time. No proposal may be withdrawn for a period of one hundred-twenty (120) days after the time as set herein for the closing.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

This RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed (Attachment C). It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

Standards for Evaluation of Proposals:

The City staff will use the following priorities, as well as pricing, in determining which proposal best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

During the evaluation process, points will be assigned to each criterion as shown, up to a maximum of 100 points:

EVALUATION CRITERIA	POSSIBLE POINTS	COMMENT(S)
Financial Viability	10	Financial viability will be evaluated by an analysis of assets and liabilities, plus discussions with listed credit references.
Proposed Cost(s)	30	Comparison of proposed cost(s) with those of other respondents to this RFP.
Technical Experience	30	Extent of background and recent experience by the Proposer in the provision of transit security for other agencies.
Management Oversight	15	Demonstrated ability of Proposer's management to oversee compliance with the terms of this RFP and the resulting contract.
Training Program	15	Proposer's Officer Training Program will be evaluated for completeness and compliance with the provisions of Division 3, Chapter 11.5 of the California Business and Professions Code.
TOTAL POINTS POSSIBLE	**100**	

Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with comparable proposals, delivery, and cost.

Errors and Omissions:

The Proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached (Attachment F). A copy of this notice inviting proposals, and the Proposer's accepted proposal will be attached to and become a part of the contract. All services supplied by the Proposer will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the selected Proposer, the City reserves the right to procure the articles or services from other sources and to hold the selected Proposer responsible for any excess cost incurred by the City hereby.

Term of Agreement:

The term of the agreement will be for a period of one year, from July 1, 2008 to June 30, 2009. There may be options for additional contract years based on the first year of service.

Pre-Proposal Meeting:

Proposers intending to submit a proposal are strongly encouraged to attend or send a representative from their company to the pre-proposal meeting.

Place:	Torrance Transit System Operations Division 20500 Madrona Avenue Torrance, California 90503
Date and Time:	Thursday – April 24, 2008 at 3:30 P.M.

Suspension of Procurement:

City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2008-15

Request For Proposal to Provide Security Services for the Torrance Transit System

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SECTION II SPECIFICATIONS

Scope of Work:

Security services are to be provided by unarmed enforcement officers working twenty-five (25), eight (8) hour shifts per week. These shifts must be scheduled as follows (each includes a 30-minute meal break) for a total of twenty-five (25) shifts per week.

MONDAY THROUGH FRIDAY	SATURDAYS	SUNDAYS
7:00 a.m. to 3:30 p.m. Noon to 8:30 p.m. 2:00 p.m. to 10:30 p.m. 2:30 p.m. to 11:00 p.m.	11:00 a.m. to 7:30 p.m. 1:30 p.m. to 10 p.m. 2:00 p.m. to 10:30p.m.	Noon to 8:30 p.m. 1:00 p.m. to 9:30 p.m.

The enforcement officers will be given rotating assignments at the discretion of the TTS Operations staff. These assignments will include roving patrols of the TTS service area using vehicles provided by the City of Torrance. (Vehicle insurance will also be provided by the City of Torrance.) Each day, at least one officer will patrol the vicinity of the Del Amo Fashion Center. Occasionally, assignments will require undercover work aboard TTS buses.

The Contractor shall be licensed under the provisions of the California Business and Professions Code and the California Code of Regulations.

The enforcement officers assigned to this area shall be unarmed and shall be registered with the Bureau of Security and Investigative Services.

The enforcement officers assigned to this area shall be at least twenty-one (21) years of age, and must have at least one thousand (1,000) hours of experience as a security officer.

The enforcement officers assigned to this area must provide proof of current licenses/certifications for: Basic First Aid and Cardio Pulmonary Resuscitation (CPR).

The enforcement officers assigned to this area shall undergo a thorough background check prior to beginning work, with documentation of the results provided to the City of Torrance.

The enforcement officers assigned to this area must have a valid Class C California Drivers License. A California Department of Motor Vehicles (DMV) "pull notice" must be provided to the Senior Business Manager of Operations for each officer assigned to TTS, prior to their first day on duty. Assigned enforcement officers must have an acceptable DMV record.

Uniform and Equipment:

A clean and presentable, Contractor provided, uniform must be worn at all times while the enforcement officer is on duty. The uniform shall consist of the following:

- Dark blue, short sleeved uniform shirt with light blue pocket flaps and light blue epaulets
- Dark blue uniform plans with multiple pockets
- Dark blue uniform jacket
- Dark blue or black socks
- Black shoes or boots

The following figure illustrates the sample uniform:

The uniform color scheme listed above is strongly preferred. However, TTS is open to discussing the possibility of minor changes per the suggestion of the proposer. If the Proposer wishes to suggest a slightly different color scheme variation for the officer's uniform, please attach a sample photograph of the proposed uniform and its color scheme. Final selection of the uniform color scheme is the sole discretion of the City and TTS.

The TSS will provide a two-way radio to each assigned enforcement officer for communication with TTS personnel.

Supervision:

The Contractor shall be responsible for monitoring the behavior of personnel assigned to TTS to ensure satisfactory performance of security services as required under this Proposal/Contract. The Contractor shall perform random unannounced supervisory checks of its enforcement officers assigned to TTS at lease once every month. The result of these checks shall be reported, in person, to the Senior Business Manager of Operations, or their designee. Failure to comply with assignments given may result in immediate remoal of service to TTS and the City. The Contractor shall immediately correct any such performance failures on part of its employees.

At all times while on duty, the enforcement officer shall be under the direction of TTS Transit Supervisors. At the scene of any accident or incident where law enforcement officers are present, assigned security personnel are under the authority and direction of those law enforcement officers.

Training:

The Contractor shall be responsible for the pay of on-site training of an enforcement officer, prior to the start of assignment at TTS.

The Contractor shall provide a comprehensive description of their employee recruitment practices and training program to the Senior Business Manager of Operations of TTS.

Right to Interview Personnel:

The City reserves the right to interview, and refuse if necessary, the enforcement personnel who are to be assigned to TTS.

Pay Scale:

The City of Torrance recognizes the unique demands of transit security guard services in contrast to traditional guard assignments. To facilitate recruitment and retention of employees assigned to this contract an to provide for continuity of assigned guard personnel, the City is establishing a minimum hourly pay scale of $12.75 for all guards assigned to this contract. A premium of $1.00 shall be paid to the guard assigned to the Post Commander position. This minimum pay scale is to be used in addition to (and not place of) the normal benefits paid to employees by the Contractor. Should the Contractor agree to additional year contracts, the Contractor shall provide a cost-of-living increase to the hourly pay in an amount agreed upon with TTS. This increase shall be tied to the previous year's Bureau of Labor Statistics Employment Cost Index, at a minimum.

Contractor Representative

The Contractor shall designate a management representative to act as a Project Manager for the services rendered under this contract. This individual shall be listed as one of the Contractor's Representatives. In the event this individual is not available or no longer employed with the Contractor's firm, the Contractor must immediately notify the Senior Business Manager of Operations at TTS, in writing, and identify who the interim or new Project Manager is to be.

Proof of Insurance:

The Contractor must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work, as required in Paragraph 17 of the attached contract (Attachment F).

Registration of Contractors:

The Contractor shall be licensed in accordance with the Business and Professions Code of the State of California.

Torrance Business License:

The Contractor must apply for and obtain, at its own expense, a City of Torrance business license before commencing work.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2008-15

Request For Proposal to Provide Security Services for the Torrance Transit System

---

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal", the following proposal is submitted to the City of Torrance.

Letter of Introduction:

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s), phone number(s) and email address(es) of the key personnel for the Proposer for all products and services that are proposed.
2. Table of Contents should include a clear identification of submitted material by section and page number. See Attachment A for a list of submittal requirements.

Profile of the Firm:

1. Give a brief history of the company on the form provided (Attachment B). State whether the firm is local, regional, or national and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that will be responsible for servicing this project. Indicate how long this office has been in existence.
2. The Proposer should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability.
3. Provide a list of at least three current customers who have contracted similar services as those being proposed for TTS. References are to be provided on Attachment D.

Additional Data:

Give any additional information considered essential to this proposal.

Cost Proposal:

Proposals that are submitted in response to this RFP should include a "Cost Proposal" of what the Proposer would charge to provide the services requested on Attachment E (required elements are described in Section II). The cost proposal must be signed by its preparer, along with the individual's printed name, title, date, phone number, facsimile number, and email address.

ATTACHMENT A

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this bid.

Submittals Received:

Please indicate that the following are included with your proposal:

SUBMITTAL REQUIREMENTS	Please Check or "X" Here If Included:
1. Letter of Introduction	
2. Table of Contents	
3. Firm Profile	
4. Proposer's Affidavit	
5. References (at least three current customers)	
6. Cost Proposal	

Company Name: _____

Your Name and Title: _____

Signature: _____

Date: _____

ATTACHMENT B

FIRM PROFILE

Bid Proposal Submitted By:

_____
Name of Company

_____
Address

_____
City/State/Zip Code

_____
Printed Name/Title

_____
Telephone Number/Fax Number

_____
Email Address

Form of Business Organization:

Please indicate the following (check one);

Local _____ Regional _____ National _____

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

_____

Contractor's Information:

Security Guard License Number: _____ Expiration Date: _____

Contact Information:

Please provide the name of the individual at your company to contact for any additional information.

_____
Name and Title

_____
Telephone Number/Fax Number/Email Address

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

_____
Name and Title

_____
Telephone Number/Fax Number/Email Address

Please provide the name of the individual at your company who will be responsible for administering this contract.

_____
Name and Title

_____
Telephone Number/Fax Number/Email Address

Please identify the local office which will be servicing this contract.

_____
Address/City/State/Zip Code

_____
Telephone Number/Fax Number/Email Address or Website

_____
Number of Years this Office has been in Existence

Renewal Option:

Please state, if requested by the City, if your company would agree to a second and possibly third year renewal of this contract, with terms and conditions unchanged.

[ ] Yes - We would agree to a second year with terms and conditions unchanged. _____(initial here)

[ ] No - We would not be interested in renewing this contract. _____(initial here)

ATTACHMENT C

STATE OF CALIFORNIA

PROPOSER AFFIDAVIT

COUNTY OF LOS ANGELES

_____ Being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
   (Title of Office) (Name of Company)

   Hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

   _____;
   (Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of that Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business; and

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Date this _____ day of _____, 20_____.

_____
(Proposer Signature)

_____
(Title)

ATTACHMENT D

References:

Please supply the name of three (3) companies/agencies for who your firm has provided service to illustrate current qualifications relevant to this project:

1. Job Description _____

   Contract Amount _____

   Time to Complete Job _____

   Owner and Location _____

   Contact Name and Telephone Number _____

2. Job Description _____

   Contract Amount _____

   Time to Complete Job _____

   Owner and Location _____

   Contact Name and Telephone Number _____

3. Job Description _____

   Contract Amount _____

   Time to Complete Job _____

   Owner and Location _____

   Contact Name and Telephone Number _____

Attach project employee's resumes for these projects.

NOTE: Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

ATTACHMENT E

Cost Proposal:

1. Total anticipated cost for a one-year contract and hourly rate to provide security services for the Torrance Transit System.

   $ _____ per hour x 10,400 hours (maximum) annually: $ _____

2. Please indicate below, detailed pricing, of each component used to arrive at the hourly rate.

Expense Category	**Hourly Rate**	**Annual Cost**
Officer Wages	$	$
Officer Benefits	$	$
Communications Equipment	$	$
Management Oversight	$	$
Other Expenses (please list)		
	$	$
	$	$
	$	$
	$	$
Annual Total	**$**	**$**

Please break down Officer Benefits above, i.e. – worker's compensation, insurance, etc.

_____

_____

Please indicate which of the following your company provides to the employees:

_____ Sick Leave Hours/Days per year _____

_____ Vacation Leave Hours/Days per year _____

_____ Holiday Pay Hours/Days per year _____

Please list which Holidays: _____

_____

_____

_____

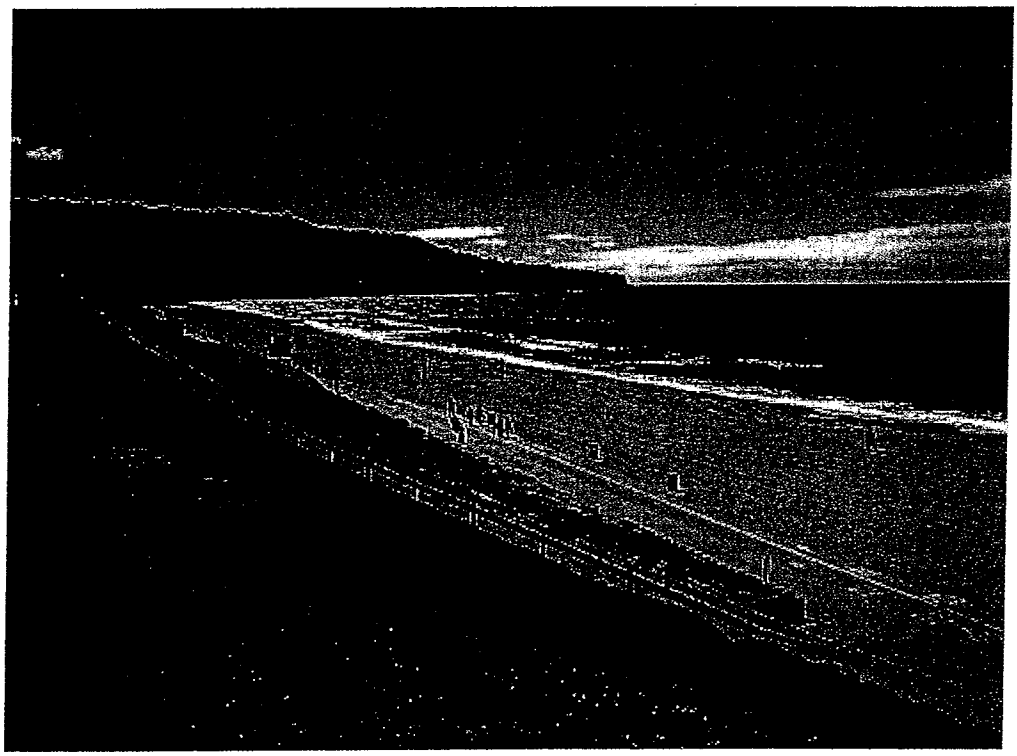
_____

_____

EXHIBIT B

PROPOSAL

COMMAND SECURITY CORPORATION CSC



Proposal to provide Security Services for the Torrance Transit System City of Torrance, CA

May 15, 2008

Divider

COMMAND SECURITY CORPORATION GSC

17 Battery Place. Suite 226
New York, NY 10004
Telephone number (212) 943-0500
Facsimile number (212) 425-2581

May 15, 2008

Mr. Eddie Harris
Senior Business Manager of Operations
City of Torrance Transit System
3031 Torrance Boulevard
Torrance, CA 90503

Dear Mr. Harris:

Command Security Corporation appreciates the opportunity to submit our **SECURITY SERVICES PROPOSAL** for the City of Torrance Transit System. We feel strongly that our company can meet and exceed your security and service requirements; our security and service implementation team is ready and our plan is formulated.

Our proposal addresses your need for "solid management", backed by a security service delivery company focused on today's expectations, anticipating tomorrow's concerns and committed to providing lowest total cost of ownership solutions while increasing the level of security at your key locations. Our security programs are tried and tested and they work . . . please call our client ambassadors.

Command Security Corporation is a security company first and foremost. We made a commitment to the security industry in 1980 when the company was founded by security and service professionals with offices across the nation, including right here in the Los Angeles area. When you choose Command you reap the benefits of a long-established company that encompasses the most up-to-date resources for security preparedness and management techniques providing a broad range of advice and assistance to our clients in the areas of security, safety and counterterrorism. In today's times, what can be more important?

Furthermore, Command Security Corporation has strategically partnered with Global Executive Security to service the needs of our transit agency clients to an even higher degree. Global Executive Security has a proven track record when it comes to planning, training and implementing programs, people and strategies in the industry. With almost a decade of service history in a number of different capacities, Global brings yet another dimension of service to the already well rounded value and service of Command Security Corporation.

Our track record is rock solid:

- We are an innovative partner that brings tremendous value; working to help find solutions to meet the new demands for a secure environment especially in today's volatile world.

- We are totally, 100%, dedicated to your success; committed to becoming your service and security partner.

- We know the security industry and we know the market. We know your expectations and our team is ready to hit "home runs".

Command Security Corporation will raise the "security standards bar" for the City of Torrance. Partnering with each client, Command Security Corporation designs **programs customized to meet specific security needs and solve problems.** To every situation we bring all our expertise – sophisticated systems for hiring, training, supervision and oversight, backed by cutting-edge technology.

Accountability is our cornerstone. Continuous communication and client feedback systems guarantee that quality service is sustained. Our clients can directly reach their managers 24 hours a day, 7 days a week. Responsiveness and flexibility are built into every program. Your security needs will be met; all concerns addressed.

Our goal is for Command to the City of Torrance's preferred security services provider. We know the importance of getting the most efficient, cost-effective service for your security dollar and can assure you that we will continually work closely with you to achieve your goals. At Command we have a way of doing things that works.

We thank you for this opportunity to provide our proposal and our team looks forward to the next step in this process.

Sincerely,

Martin C. Blake, Jr.
Chief Operating Officer
Command Security Corporation
720 Fifth Avenue 10th Floor
New York, NY 10019
Telephone number: (800) 414-9055
Facsimile number: (800) 414-0588
Cellular number: (917) 579-6922
MBlake@CommandSecurity.com

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Divider

Section 2

Proposal Acknowledgment

Command Security Corporation – 2230 Fairview Avenue Santa Ana, CA 92704
Tel (714) 557 9355 Fax (714) 557 2331
www.commandsecurity.com

ATTACHMENT A

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. _____ Dated Received: _____
Addendum No. _____ Dated Received: _____
Addendum No. _____ Dated Received: _____
Addendum No. _____ Dated Received: _____

____X_____No Addenda received regarding this bid:

Submittals Received:

Please indicate that the following are included with your proposal:

SUBMITTAL REQUIREMENTS	Please Check or "X" Here If Included:
1. Letter of Introduction	X
2. Table of Contents	X
3. Firm Profile	X
4. Proposer's Affidavit	X
5. References (at least three current customers)	X
6. Cost Proposals	X

Company Name: Command Security Corporation

Your Name and Title: Martin C. Blake, Jr., Chief Operating Officer

Signature: Martin Blake

Date: 14 May 2008

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

BID NO. B2008-15

Request For Proposal to Provide Security Services for the Torrance Transit System

ADDENDUM #1

THE FOLLOWING QUESTIONS WERE SUBMITTED TO TORRANCE TRANSIT SYSTEM (TTS) regarding Bid No. B2008-15. Included are the answers to these questions by TTS. As part of the protocol for this RFP, a copy of the answers is being sent to all known Proposers:

1. *"Who is the current vendor? Will they be able to bid?""*
TTS Response: TTS is currently contracting with Allied Barton Security Services, and yes, they are eligible to submit a competitive proposal as are all security companies who meet the minimum requirements outlined in the RFP.

2. *"Why is the contract out for bid, again?"*
TTS Response: As noted in all agreements of this nature, the City of Torrance and TTS reserves the right to release a Bid or RFP to identify other potential contractors in this service field.

3. *"What is the current hourly rate?"*
TTS Response: Allied Barton Security Services is presently billing TTS at a rate of approximately $19.96 per hour. The average hourly pay rate for the entry level guards/security officer assigned to this contract is $12.95.

By Order Of

Kim Turner, Director
Torrance Transit System

April 15, 2008

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

COMMAND SECURITY CORPORATION
Name of Company

720 FIFTH AVE, 10TH FLOOR
Address

NEW YORK, NY 10019
City, State, Zip Code

MARTIN C. BLAKE, JR Martin Blake 12MA408
Name and Signature of Company Representative Date

ADDENDUM #2

CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

BID NO. B2008-15

Request For Proposal to Provide Security Services for the Torrance Transit System

ADDENDUM #2

THE FOLLOWING QUESTIONS WERE SUBMITTED TO TORRANCE TRANSIT SYSTEM (TTS) regarding Bid No. B2008-15 at the Pre-Proposal Conference and via email from an interested party after the conference. Included are the answers to these questions by TTS. As part of the protocol for this RFP, a copy of the answers is being sent to all known Proposers:

Question 1: "Why is the service agreement/contract only for a one year period".

TTS Response: *"The one year time frame was established as a 'tryout period' for both the City and the Contractor to develop and gauge their professional relationship. This allows either party to walk away after one year in the event the professional affiliation is not of mutual benefit to either one or both parties. Also, in the event the professional affiliation is amicable, the option of additional years is available – should the City and the Contractor wish to continue their professional affiliation.*

Question 2: "Do we bring the RFP Application back to Transit on May 15th?"

TTS Response: *"No. Please submit the RFP application and any other required documents to the City Clerks Office on May 15, 2008, BEFORE 2 p.m. The City Clerks Office is located at 3031 Torrance Boulevard, Torrance, CA 90503."*

Question 3: "What sort of activities or incidents have occurred that would warrant TTS requiring Security Services?"

TTS Response: *"Like other public transit agencies, TTS has experienced incidents that include vandalism, petty theft, verbal confrontations and on a few rare occasions, assault. The role of the Security Officer/Guard assigned to this contract is to provide a presence and reassurance to our patrons and operators, and to observe daily activities. They are not expected to perform law enforcement duties."*

Question 4: "What is the minimum hourly wage for a Security Guard/Officer?"

TTS Response: *"TTS requires that the minimum starting wage of an entry level guard/officer be $12.75 per hour as noted in the RFP Packet. However, the proposer can pay more if they so wish. The current provider, Allied Barton Security Services, is paying its officers $12.95 ($0.20 higher) per hour."*

Question 5: "What is the minimum hourly wage for a Supervisor?"

TTS Response: *"TTS requires that the contractor pay the shift supervisor at least $1 more than an entry level guard/officer. Although these minimum pay requirements may seem high, TTS is attempting to promote the continuity of staff and personnel assigned as guards to this contract. TTS believes a slightly higher starting level wage will encourage personnel to remain with the contract."*

Question 6: "What is the service/patrol area?"

TTS Response: *A copy of the system map was made available to all who were in attendance at the Pre-Proposal Conference. Other Proposers can request a system map by calling Eddie Harris via the contact information listed on the RFP, or by stopping by the Transit Administration Office, located at the Torrance City Yard - 20500 Madrona Avenue, Torrance, CA 90503."*

Question 7: "What is the City and Transit Website?"

TTS Response: *www.torrnet.com The transit page can be accessed via the link provided.*

Question 8: "What are TTS' hours of operation and how many guards to do you require?"

TTS Response: *"TTS in operation seven days a week. From 4 a.m. to midnight every weekday (except holidays), and with modified services on the weekends. Traditionally, TTS has had three to four Security Officers and one Supervisor on duty throughout the day. TTS anticipates 25 shifts throughout the week."*

Question 9: "Does TTS operate on Holidays?"

TTS Response: *"Yes and no. TTS is officially closed three days throughout the year – Thanksgiving, Christmas and New Years Day. TTS is open on other Holidays, but, operates with a modified schedule (similar to our Sunday Schedule)."*

Question 10: "Regarding Attachment D 'References': Near the bottom of page 15 the form reads 'Attach project employee's resumes for these projects.' Please clarify what information you are looking for. Do you want a profile of the client contact listed, or resumes of key employees from our company who service these referenced accounts?"

TTS Response: *"This request is for the resumes of the project supervisor/account manager, the point of contact for this project and other personnel from your company/agency who will work on this project."*

Question 11: "Page 7 'Scope of Work' reads in part 'Occasionally, assignments will require undercover work aboard TTS busses.' Please describe the nature of this undercover work and the expectations of security officers assigned, particularly as regards to interaction with the public and enforcing TTS rules while aboard a bus."

TTS Response: *"The work to be performed by the Security Officer is not intended to be like the duties required of a law enforcement officer performing undercover investigations. The Security Officer may (from time to time) be asked to work "plain clothed" in order to observe the action and behavior of Transit Operators and patrons on TTS buses only, and then report their findings. No law enforcement work is to be performed."*

Question 12: "Page 9 'Training", paragraph 1 reads, 'The contractor shall be responsible for the pay of on-site training of an enforcement officer, prior to the start of assignment at TTS.'"

a. Does this refer to the specific training of the daily duties required for an officer to actually perform the TTS assignment? If not please indicate what training is referred to.
b. How many hours of "on site" training are required for an officer to learn the specific daily duties on the TTS contract?
c. Is the contractor allowed to invoice TTS for the on site training, or is all training to be included in the single hourly bid price?

TTS Response: *"For new guards/security officers assigned to this contract, a four to five day training period is usually required in order to familiarize the guard/security officer with the daily functions and*

duties required of them under this project (i.e. – check-in and reporting procedures, bus route and bus stop familiarization, assignment to TTS Supervisors, TTS Operation and Safety protocols, etc.). This equates to approximately 25 to 30 hours of on-site training with TTS Operations staff (depending upon the level of experience of the guard/security officer). This training period is also a chance for TTS staff to screen the abilities and qualifications of the guard/security officer assigned to TTS. In the event the guard/security officer does not meet the qualification required under this project, TTS reserves the right to dismiss the individual and request another guard/security officer be assigned to this project. No, the contractor is not allowed to invoice TTS for this on-site training period."

Question 13: "What percentage of the currently assigned officer workforce does TTS deem to be satisfactory performers and fit to be retained on the project by the winning contractor?"

TTS Response: *"TTS believes all of the guards/security officers currently assigned by the current security provider to be satisfactory performers and fit to be retained on the project. In fact, TTS encourages the winning proposer to screen and interview all current guards/security officers assigned to the project for possible retention. However, final selection of personnel for retention on this project is left to the winning proposer based upon their own applicant screening and hiring standards/process."*

Question 14: "Does TTS expect that any retained officers from the current contract be fully retrained on TTS specific daily duties, or can they be "grandfathered" in."

TTS Response: *"TTS believes some retraining may be necessary, especially if the guard/security officer is leaving one security company and is being hired by another. However, as stated above, the final decision on this matter is left to the winning proposer and their respective applicant screening and hiring standards/process."*

Question 15: "Addendum 1, answer to Question 3, states in part "The average hourly wage for **entry level** guards/security officer assigned to the contract is $12.95." What is the average hourly wage for the overall workforce composite of entry level officers, experienced officers, and post commander positions on this contract?"

TTS Response: *"Allied Barton Security Services (the current security provider) is billing TTS at a rate of approximately $19.96 per hour."*

By Order Of

Kim Turner, Director
Torrance Transit System

May 6, 2008

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

COMMAND SECURITY CORPORATION
Name of Company

720 FIFTH AVE, 10TH FLOOR
Address

NEW YORK, NY 10019
City, State, Zip Code

MARTIN C. BLAKE, JR.
Name and Signature of Company Representative

Date
12MAY08

Divider

Section 3

Command Security Corporation Profile

Command Security Corporation – 2230 Fairview Avenue Santa Ana, CA 92704
Tel (714) 557 9355 Fax (714) 557 2331
www.commandsecurity.com

ATTACHMENT B

FIRM PROFILE

Bid Proposal Submitted By:

Command Security Corporation, dba CSC Security Services
Name of Company

720 Fifth Ave., 10th Floor
Address

New York, NY 10019
City/State/Zip Code

Martin C. Blake, Jr., Chief Operating Officer
Printed Name/Title

(800) 414-9055, facsimile number (800) 414-0588
Telephone Number/Fax Number

Mblake@commandsecurity.com
Email Address

Form of Business Organization:

Please indicate the following (check one);

Local _____ Regional _____ National ____X_____

Please indicate the following (check one);

Corporation ___X___ Partnership _____ Sole Proprietorship _____

Business History:

How long have you been in business under your current name and form of business organization?
15 Years

If less than three (3) years and your company was in business under a different name, what was the name?
N/A

Contractor's Information:

Security Guard License Number: ____11654_____ Expiration Date: January 31, 2010

Contact Information:

Please provide the name of the individual at your company to contact for any additional information:

Martin C. Blake, Jr., Chief Operating Officer
Name and Title

(800) 414-9055, facsimile number (800) 414-0588, Mblake@commandsecurity.com.
Telephone Number/Fax Number/Email Address

Please provide the name of the individual at your company who will service as Project Manager for this contract.

Jim King, Regional Manager
Name and Title
(714) 557-9355, Facsimile number (714 557-2331, Jking@commandsecurity.com
Telephone Number/Fax Number/Email Address

Please provide the name of the individual at your company who will be responsible for administering this contract.

Marc Brown, Regional Vice President – Western Region
Name and Title

(510) 623-2355, Facsimile number (714) 557-2331, Mbrown@commandsecurity.com
Telephone Number/Fax Number/Email Address

Please identify the local office which will be servicing this contact.

2230 South Fairview Avenue, Santa Ana, CA 92704
Address/City/State/ Zip Code

714) 557-9355, Facsimile number (714 557-2331, www.commandsecurity.com
Telephone Number/Fax Number/Email Address or Website
15 Years
Number of Years this Office has been in Existence

Renewal Option:

Please state, if requested by the City, if your company would agree to a second and possible third year renewal of this contract, with terms and conditions unchanged:

[X] Yes – We would agree to a second year with terms and conditions unchanged. MCB (initial here)

[ ] No – We would not be interested in renewing this contract. _____ (initial here)

Section 3: Company Profile

a. Command Security Corporation

Yesterday.....*where we've been*

Command Security originally commenced operations as R. J. Thompson, Inc. in 1980 as a Poughkeepsie, New York–based corporation principally engaged in furnishing uniformed guard and investigative services under the direction of its founders and sole stockholders.

In 1980, the stockholders acquired 50% of the outstanding stock of R.J. Thompson, Inc. and in 1983, acquired the remaining 50%. During the same year, stockholders also acquired Command Security, a Connecticut Corporation engaged in uniformed security and investigative services.

In 1983, Command discontinued using the R.J. Thompson, Inc. name for its New York business and began operating as Command Security. In 1986, the original Connecticut Corporation was dissolved and all operations were consolidated under the New York Corporation, now formally Command Security Corporation.

Since 1982 Command has expanded its business through internal sales efforts and by targeted acquisitions. As the company grew, new offices sprung up in significant, targeted geographical locales.

On February 24, 1995, Command Security acquired the assets of a New York regional security services company, United Security Group. Included with that acquisition was Aviation Safeguards. With the acquisition of Aviation Safeguards, Command Security Corporation became a force to be reckoned with in the aviation security and services industries. United Security Group's New York and California operations, combined with Command Security's New York and California locations, to ensure them a major stake in each of those markets. New York and California remain the two power bases for the company today.

Today.....*where we are*

Today, Command Security Corporation is a national security service provider with 28 years of experience positioned throughout the United States with over 30 operating offices; furnishing a variety of protective and loss prevention programs to numerous corporate, industrial, commercial, institutional, municipal, governmental, and residential clients. These security services are designed to protect against a wide range of threats including fire, theft, fraud, intrusion, and vandalism.

Our aviation services division, Aviation Safeguards, services the airport community in 15 international airports and focuses on protection of airports, airlines, aircraft, passengers and cargo. Additionally, Aviation Safeguards supplies ancillary customer support services such as wheelchair escort services, skycap services, baggage handling and document verification.

Tomorrow....*where we are headed*

Several exciting changes have taken place positioning Command Security Corporation for the future. A new executive team is in place spearheaded by Martin C. Blake, Jr., Chief Operating Officer, formally Vice President of Aviation Safeguards. In addition, a dedicated sales and marketing team focusing on niche markets and spreading Command's competencies throughout the marketplace is in place and

ready to go. New Human Resources personnel, Robert Sagginario, Vice President of Human Resources and Training, and Steve Salick, Director of Compliance and Quality Assurance, add credence to our already stringent hiring practices. Messrs. Blake, Sagginario and Salick continue to implement programs, hone our service delivery and assure quality paradigms.

Command Security Corporation has always held fast to the concept of "partnerships" and a key partnership is the one established in January 2006 with Giuliani Safety and Security, New York, NY. Throughout 2006, Command Security Corporation's management and service team worked tirelessly with Giuliani Safety and Security staff consultants to review and fine-tune our security programs.

Before endorsing Command, our company was scrutinized top to bottom - on site - by Giuliani staff personnel. They wanted to view our training methods and syllabi, to meet and interface with our managers... they wanted verification of responsibility and accountability. Based on those meetings, specific recommendations were drafted and we were tested further with timetables for compliance. We met all of those targets.

This was a relationship unlike any other in the security industry. The fact is when you choose Command Security Corporation you reap the benefits of an affiliation that encompasses the most up-to-date sources of security preparedness and management techniques in the industry.

Our new, state-of-the art website, www.commandsecurity.com, can be accessed daily for up-to-date financial information and news about our company. We are a publicly traded company.

Additionally, in April 2007, Command Security Corporation completed the acquisition of California-based Brown Security Services, Inc., including its wholly owned subsidiaries, Strategic Security Services, Inc. and Rodgers Police Patrol, Inc.

In June 2007, Command Security Corporation shares of stock began trading on the American Stock Exchange ("AMEX") under the symbol MOC.

In this new year, 2008, Command Security Corporation completed the acquisition of Expert Security Services, Inc. ("Expert"), a provider of security services primarily in Maryland. Expert has approximately 100 employees and estimated annual sales for 2007 of approximately $2.0 million.

Global Executive Security

Global Executive Security (GES) is a California Corporation and California Bureau of Security and Investigative Services licensed private security company (#14415) registered in California. Global Executive Security was licensed by the BSIS as a private security company on October 26, 2001. Ron Brown, the CEO of GES is a retired California law enforcement officer who spent over 7 years of policing public transit systems in 5 Southern California Counties. He also spent several of those years as a police supervisor two of which were on a federal funded Transit Community Policing Unit assigned to South Los Angeles. He continues to dedicate himself through GES to provide the most efficient and effective specialized transit security services and programs with a proactive approach to transit problem solving.

In addition to specialized security services, GES provides tactical training to law enforcement and military personnel in public transit high risk incidents. This training was developed in 1994 and certified by the State of California as an advanced training course for law enforcement personnel. This training is also taught to and available for public transit agencies and their employees. We conduct security assessments, bomb threat assessments, terrorism assessments, and basic criminal and threat analysis for government agencies and private clients. GES also provides professional consulting and training services to transit agencies and their employees for annual compliance with the Federal Transportation Administration's mandatory guidelines and requirements. GES has an expertise in public transportation and continues to provide a high level of professional training programs and consulting in the field of public transit security.

GES primarily provides specialized security services, contract management, training, and professional consulting to its clients. GES has been in operational since 2000 contracting law enforcement, military special forces-operations and highly trained security personnel for executive protection services to US and foreign dignitaries, celebrities and professional athletes. We also have provided security personnel to Federal law enforcement protection details, private estate security, private party security staffing, event security, security escorts, and the transportation of extremely high valued client merchandise and property.

Our Court: Where We Play

Western U.S.

Seattle, WA

Portland, OR

Fremont, CA
Oakland, CA
Sacramento, CA
San Jose, CA

Los Angeles, CA
Santa Ana, CA
San Diego, CA

Las Vegas, NV

Midwest U.S.

Evergreen
Park, IL

Northeastern U.S.

Portland, ME

Springfield, MA
Woburn, MA

Hartford, CT
Stamford, CT

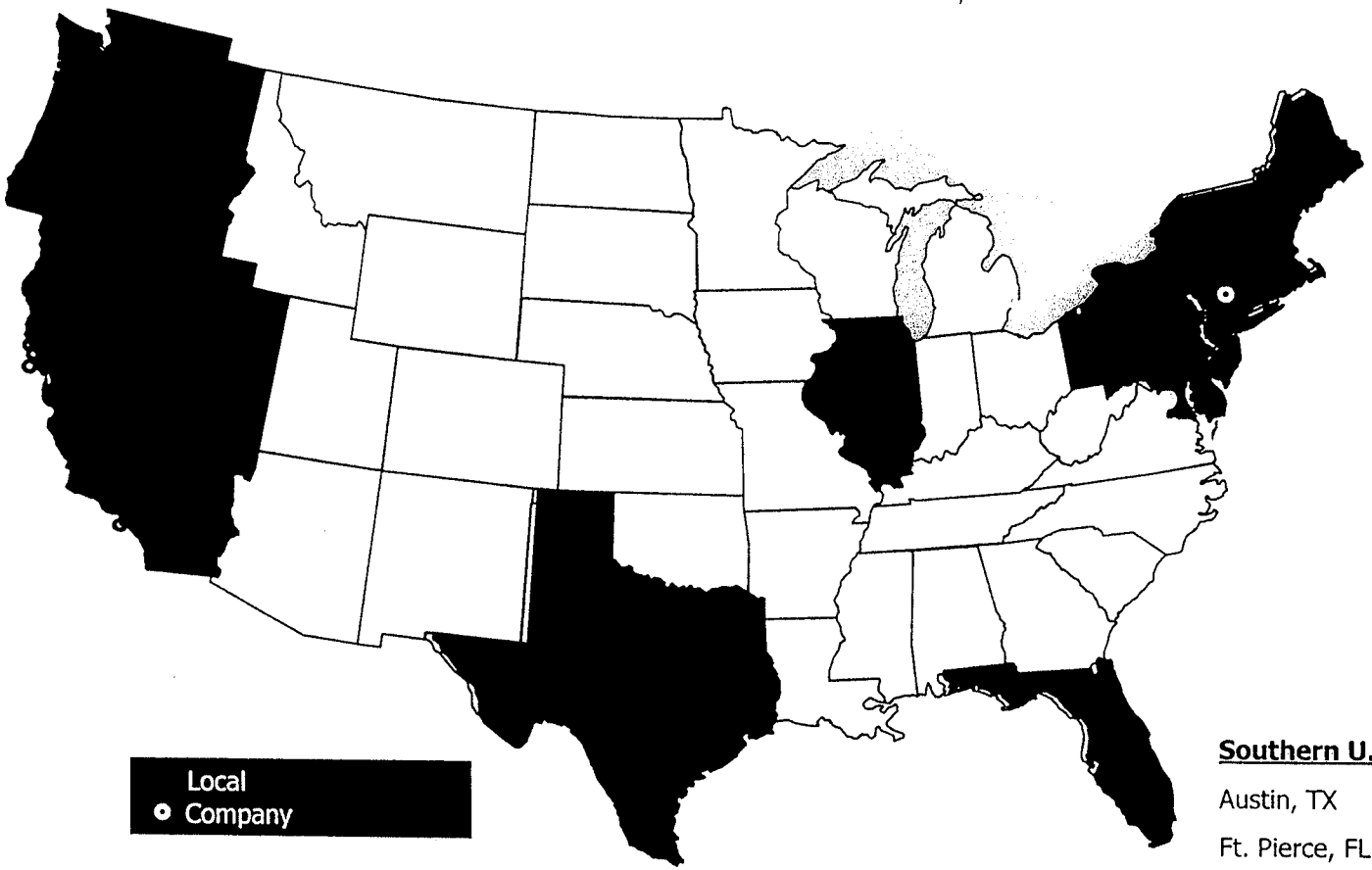
Baldwinsville, NY
Ballston Spa, NY
Cheektowaga, NY
Flushing, NY
Jamaica, NY
Lagrangeville, NY
New York, NY
Poughkeepsie, NY
White Plains, NY

Parsippany, NJ
Union, NJ

Bala Cynwyd, PA
Philadelphia, PA
Pittsburgh, PA

Linthicum Heights,
MD

Wilmington, DE



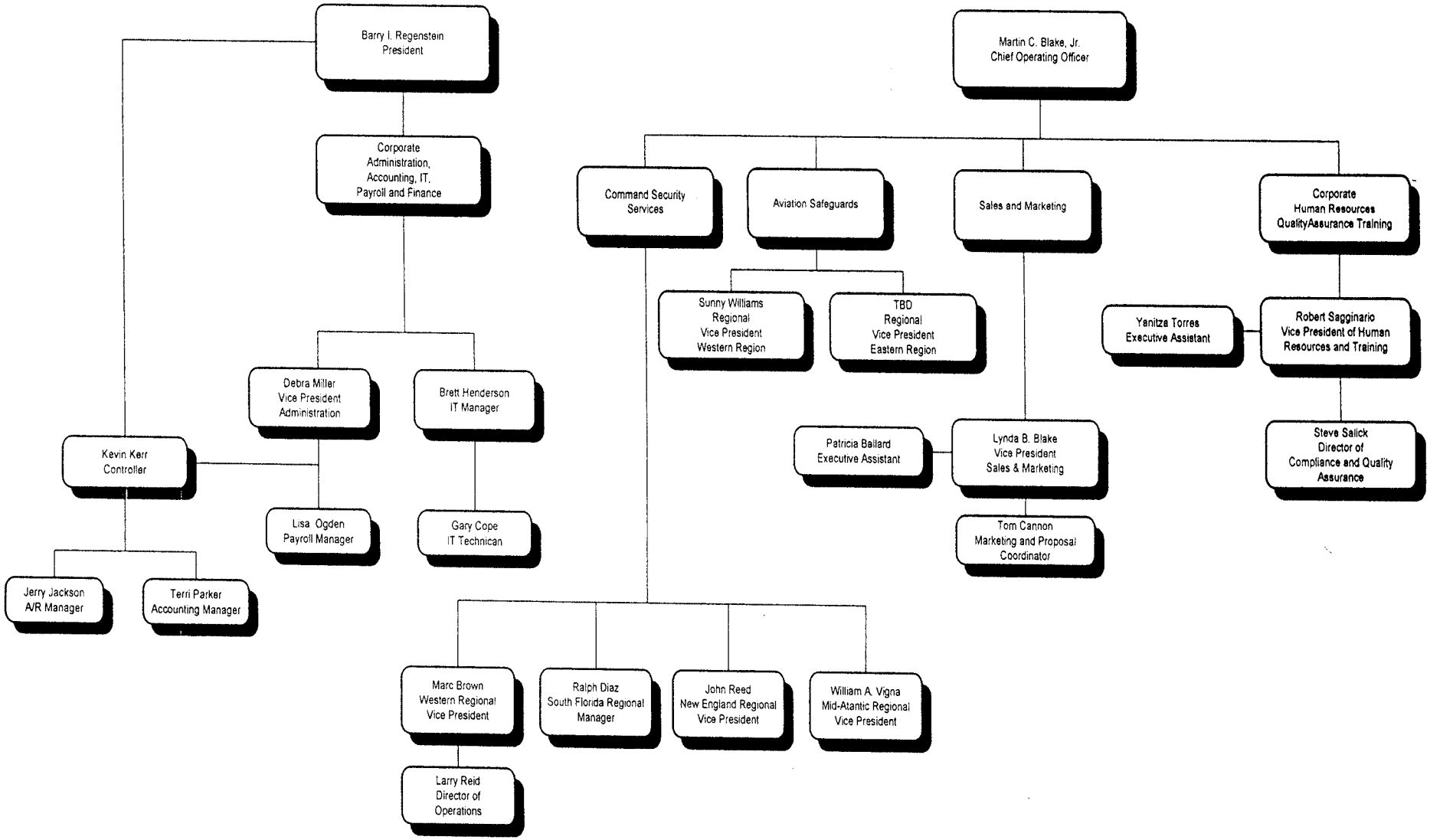
Southern U.S.

Austin, TX

Ft. Pierce, FL
Ft. Lauderdale, FL
Miami, FL

15 airport locations including 13 international gateways

Command Security Corporation
Corporate Organizational Profile



BARRY I. REGENSTEIN

President and Board of Director
Command Security Corporation
Lagrangeville, NY

Barry I. Regenstein has served as our President since January 2006 and as our Executive Vice President and Chief Operating Officer from August 2004 until December 2005, and also as our Chief Financial Officer since October 2004. On 12/21/07, Mr. Regenstein was appointed to the board of directors to replace Mr. Bruce R. Galloway.

Mr. Regenstein has over 28 years of experience including 23 years in operations and finance of contract services companies. Most recently, Mr. Regenstein rendered consulting services for Trinad Capital, L.P., a shareholder of the Company, and its affiliates, from February 2004 until August 2004. Prior to that period, Mr. Regenstein served as a Senior Vice President and Chief Financial Officer of Globe Ground North America LLC (formerly Hudson General Corporation), an airport services company from 2001 until 2003. Mr. Regenstein also served as Vice President and Chief Financial Officer of Globe Ground North America LLC from 1997 to 2001 and was employed in various executive capacities with Globe Ground North America LLC since 1982. Prior to joining Hudson General Corporation, he was with Coopers & Lybrand in Washington, D.C. Mr. Regenstein currently sits on the boards of ProLink Holdings Corp. (OTC: PLKH), Mandalay Media Inc. and Command Security Corporation (AMEX: MOC).

Mr. Regenstein is a Certified Public Accountant and received a B.S. in Accounting from the University of Maryland and an M.S. in Taxation from Long Island University.

MARTIN C. BLAKE, JR.

Chief Operating Officer and Board of Director
Command Security Corporation

Mr. Blake has over 36 years of experience in the aviation services industry; and is in his 16th year working for this company, beginning as Vice President of the Aviation Safeguards' Division. Mr. Blake has been instrumental in expanding operations for the company. Beginning as a New York based company, headquartered at JFK International Airport, Aviation Safeguards expanded to a national company in 1993. The Aviation Safeguards' Division is now in 15 locations in key international airports across the United States. Having served as a Board of Director since 2004, Mr. Blake has recently been promoted to the position of Chief Operating Officer for the parent entity of Aviation Safeguards, Command Security Corporation where he has operational oversight for both the Security Services and Aviation Services divisions.

Prior to joining Aviation Safeguards in 1992, Mr. Blake retired as a Major in the United States Air Force, where he served in a variety of senior management positions. Mr. Blake's last assignment was as the Program Manager for Electronic Security Systems, Electronic Systems Division. In this capacity he managed a $20 million annual program responsible for integrating systems at international airports in Germany, Turkey and the United Kingdom.

Previously, Mr. Blake was the Director of Security at the Department of Defense's largest classified air flight facility, incorporating over 1,200 square miles of restricted air space. In this classified position, Mr. Blake established aviation security programs for major aircraft defense contractors as one portion of his overall responsibilities.

Mr. Blake also served as the Security Program Manager of Air Force space programs, including security for the Space Shuttle and expendable space launch vehicles. He led the effort to integrate a shared automated entry control system for use at Cape Canaveral, Kennedy Space Center and the Johnson Space Center.

Mr. Blake has a Bachelor of Science degree from State University of New York at Utica (1976) and a Masters degree from Troy State, Alabama (1983). Born and raised in the New York metro area, he now makes his home in Northern New Jersey.

JIM KING

Regional Manager – Southern California Region
Command Security Corporation

Mr. King joined Command Security Corporation in April of 2007 with 19 years of Contract Security Management experience.

Mr. King has management responsibility for our Santa Ana and San Diego Branch Offices which provide service in the greater Southern California Region. This includes San Diego, Orange, Los Angeles and Riverside Counties. Mr. King works closely with our operations team and customers to ensure full understanding of their needs in order to develop innovative solutions and implement appropriate security programs which ensure client expectations are fulfilled.

Prior to joining Command Security Corporation. Mr. King worked with Pinkerton Security Services in charge multiple offices in San Diego and Imperial Counties.

Mr. King is a member of the American Society for Industrial Security as well as having served on the ASIS Board of Directors for several years. He lives in San Diego with his wife and two children. Mr. King's office is based in the Command Security Corporation San Diego, CA office.

b. Finances

Command Security Corporation provides security services through company owned offices in California, Connecticut, Delaware, Florida, Illinois, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, and Pennsylvania. Command Security provides back-office service agreements to independent security companies nationwide. Command is a public company traded on the American Stock Exchange.

◊ *Financial Growth:*

o **Revenues** for the quarter ended December 31, 2007 increased 25.5% to $30,225,328, compared with revenues of $24,092,767 during the same period the previous year.

o **Net income** for the quarter ended December 31, 2007 was $540,471, or $0.05 per share, compared with $225,341 or $0.02 per share, for the same period last year.

◊ ***Continued Operational Growth:*** Command Security has grown over the past 27 years from a regional security company to one of the nation's largest and most trusted providers of contract security services. The Company continues to add new customers, offices and employees, and expand its security offerings.

◊ ***Technology:*** The Company operates a fully integrated scheduling, payroll, billing and financial reporting system. This system reduces time consumption, and allows the Company to fulfill customers' needs by automatically selecting the security officer that fits an individual customer's requirements.

◊ ***Maximizing Profitability***: The Company is able to provide its customers the highest level of service without incurring large overhead expenses. This is achieved by establishing offices close to customers and delegating responsibility and decision making to local managers.

◊ ***Aggressive Growth Strategy:*** The Company plans to diversify its customer base, increase new contract signings, acquire technology in the security space and expand its current infrastructure.

◊ ***Experienced Management Team***: Command's executive team has over 200 years of experience and a proven track record of success and experience in the security industry

COMMAND SECURITY CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

	Three months ended December 31,		Nine months ended December 31,	
	2007	2006	2007	2006
Revenues	$ 30,225,328	$ 24,092,767	$ 88,922,998	$ 70,309,349
Cost of revenues	26,073,598	20,283,575	76,804,358	59,850,010
Gross profit	4,151,730	3,809,192	12,118,640	10,459,339
Operating expenses				
General and administrative	3,362,716	3,416,974	9,927,373	9,524,059
Provision (recoveries) for doubtful accounts, net	66,005	53,170	(152,755)	139,086
	3,428,721	3,470,144	9,774,618	9,663,145
Operating income	723,009	339,048	2,344,022	796,194
Interest income	13,401	61,704	61,243	188,636
Interest expense	(196,239)	(171,160)	(626,306)	(377,525
ıin on sale of available for-sale securities	-	-	50,007	-
Equipment dispositions	300	(4,251)	1,188	(2,851
Income before income taxes	540,471	225,341	1,830,154	604,454
Provision for income taxes	-	-	275,000	-
Net income	$ 540,471	$ 225,341	$ 1,555,154	$ 604,454
Net income per common share				
Basic	$ .05	$ .02	$ .15	$ .06
Diluted	$ .05	$ .02	$ .14	$ .06
Weighted average number of common shares outstanding				
Basic	10,727,191	10,137,970	10,727,191	10,137,970
Diluted	11,379,450	10,636,968	11,326,613	10,590,394

Accumulated deficit	(3,244,435)	(4,799,589)
Total stockholders' equity	12,522,391	9,103,836
Total liabilities and stockholders' equity	$ 32,104,506	$ 25,329,577
Current assets:		
Cash and cash equivalents	$ 180,991	$ 220,040
Accounts receivable, net of allowance for doubtful accounts of $959,357 and $831,397, respectively	21,480,216	17,978,737
Prepaid expenses	2,134,769	556,953
Other assets	1,898,343	3,428,626
Total current assets	25,694,319	22,184,356
Furniture and equipment at cost, net	592,807	529,042
Other assets:		
Intangible assets, net	3,636,208	782,621
Restricted cash	302,272	78,126
Other assets	1,878,900	1,755,432
Total other assets	5,817,380	2,616,179
Total assets	$ 32,104,506	$ 25,329,577
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Checks issued in advance of deposits	$ 1,714,215	$ 1,760,155
Current maturities of long-term debt	125,740	247,054
Current maturities of obligations under capital leases	20,922	16,774
Short-term borrowings	10,635,325	8,487,065
Accounts payable	770,029	639,783
Accrued expenses and other liabilities	5,468,768	4,519,862
Total current liabilities	18,734,999	15,670,693
Insurance reserves	828,855	539,503
Long-term debt, due after one year	-	5,902
Obligations under capital leases, due after one year	18,261	9,643
Total liabilities	19,582,115	16,225,741
Stockholders' equity:		
Preferred stock, Series A, $.0001 par value	-	-
Common stock, $.0001 par value	1,075	1,014
Accumulated other comprehensive income	(127,099)	12,550
Additional paid-in capital	15,892,850	13,889,861

COMMAND SECURITY CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited)

Cash and cash equivalents, at end of period	$ 180,991	$ 155,471
Cash paid during the nine months ended December 31 for:		
	December 31, 2007	December 31, 2006
	2007	2006
Cash flow from operating activities:		
Net income	$ 1,555,154	$ 604,454
Interest	$ 625,108	$ 290,401
Income taxes	919,723	17,070
Depreciation and amortization	514,977	233,823
Provision (recoveries) for doubtful accounts, net	(152,755)	139,086
Gain on equipment dispositions	(1,188)	2,851
Gain on sale of available-for-sale securities	(50,007)	-
Stock compensation	218,050	175,350
Insurance reserves	289,352	106,642
Deferred income taxes	(37,000)	-
Restricted cash	(221,330)	-
Increase in receivables, prepaid expenses and other current assets	(3,296,278)	(4,075,824)
Increase (decrease) in accounts payable and other current liabilities	1,051,152	(1,066,728)
Net used in operating activities	(129,873)	(3,880,346)
Cash flows from investing activities:		
Purchases of equipment	(132,096)	(269,282)
Proceeds from equipment dispositions	1,188	2,050
Acquisition of business	(1,775,596)	(412,500)
Proceeds from sale of available for-sale securities	149,096	-
Principal collections on notes receivable	-	115,803
Net cash used in investing activities	(1,757,408)	(563,929)
Cash flows from financing activities:		
Net advances on line-of-credit	2,148,260	4,463,356
Increase (decrease) in checks issued in advance of deposits	(45,940)	291,041
Debt issuance costs	(113,472)	-
Principal payments on other borrowings	(127,216)	(159,177)
Principal payments on capital lease obligations	(13,400)	(27,717)
Net cash provided by financing activities	1,848,232	4,567,503
Net change in cash and cash equivalents	(39,049)	123,228
Cash and cash equivalents, at beginning of period	220,040	32,243

Supplemental Schedule of Non-Cash Investing and Financing Activities

During the nine month period ended December 31, 2007, we acquired a security services business for a purchase price of $3,400,000. At the closing, we paid $1,615,000 of the purchase price in cash and issued 614,246 shares of our common stock, valued at an aggregate amount of $1,785,000 for the remaining balance of the purchase price. The issuance of these shares of our common stock has been excluded from investing and financing activities on the condensed consolidated statements of cash flows.

During the nine month period ended December 31, 2007, we received available-for-sale securities in connection with our claim related to the bankruptcy filing of Northwest Airlines in the amount of $366,988 which is included as a bad debt recovery in the accompanying condensed statements of income. This amount has been excluded from investing activities on the condensed consolidated statements of cash flows.

During the nine month period ended December 31, 2006, we acquired a security services business for a purchase price of $750,000. At the closing, we paid $412,500 of the purchase price in cash and issued a note payable in the amount of $337,500 for the remaining balance of the purchase price. This note payable amount has been excluded from investing activities on the condensed consolidated statements of cash flows.

For more information please feel free to refer to our website under the "Investor Relations" tab.

Credit References

Bank Reference:

JP Morgan Chase
106 Corporate Park Drive
White Plains, NY 10604
Contact: Kevin Callahan
Account Number: 5321586488
Tel: 914 993-7998

Trade References:

Uniforms Today by Jeda Falcon
43-01 21st Street
Long Island, NY 11101
Tel: 718-784-1166
Fax: 718-784-7019

Val-U-Office Products
5 Jeanne Drive
Newburgh, NY 12550
Tel: 845-566-1476
Fax: 845-566-4635

Coffee Systems
P.O, Box 306
Rifton, NY 12471
Tel: 845-658-3175
Fax: 845-658-9594

Media Reference:

Sky Advertising
13 East 33rd Street
New York, NY 10016
Tel: 212-688-2500

c. Additional Data

As a national company with a local focus, we have multiple value added features that separate us from the competition, which include:

1) *TEAM Technology*
2) *Special Industry Relationships*
3) *Innovative Field Training*
4) *A Proven Quality Assurance Program*
5) *"Go Team" Concept*
6) *24/7 Live Dispatch*
7) *The Care of our Employees*

OUR TECHNOLOGY – THE TEAM ADVANTAGE

TEAM is the leading provider of financial, labor and operations management products for the contract security industry. The **TEAM** technology– one system, complete integration – that can manage our business and make your life easier - includes the following:

- Accounts Payable/Accounts Receivable
- Fixed Assets
- General Ledger
- Human Resources
- Payroll
- Job Costing
- Personnel Scheduling
- Maintenance of Training Records
- Inventory Management (uniforms, radios, etc.)
- Design and generation of customer reports to cover unique Fordham University requirements and accountabilities.
- E-Procurement

SPECIAL INDUSTRY RELATIONSHIPS

Command Security Corporation has had unique partnership and industry relationships, one of which was a consulting agreement with Giuliani Safety & Security, a leader in the security industry. In 2006 we established a relationship based on needs – we wanted to become a better company. Under impervious scrutiny by industry-leaders in security, counter-terrorism and law enforcement, Command Security Corporation passed all the tests. Today we are a better company and a leader in our industry because of that relationship.

Additionally, in all of the service regions we partner with industry organizations such as ASIS (American Society of Industrial Security), ALDONYS (Association of Licensed Detectives of New York State), BOMA (Building Owner's and Management Association) and GNYHA (Greater New York Health and Hospitals Association).

Through our Aviation Safeguards' division, Command Security Corporation has a continuous and on-going relationship with the Department of Homeland Security. We are also in discussions with NASCO (National Association of Security Companies), which is on the cutting-edge for security providers and customers across the U.S.

FIELD TRAINING

Command Security Corporation has developed a "Portable Classroom" where classroom training techniques are transferred to post locations by field supervisors equipped with portable DVD players, for the purpose of re-training.

QUALITY ASSURANCE PROGRAM

Command is so dedicated to the concept of Quality Assurance that we have created a position and a department that reports independently through our Vice President of Human Resources & Training, Mr. Robert Sagginario. Consistent quality improvement practices throughout our Company result in a strong and measurable Quality Assurance Program. The Quality Assurance Manager position defines areas of accountability, reporting and suggested solutions regarding any deficiencies. Additionally, this position is responsible to identify potential areas of compliance vulnerability and risk; develop/implement corrective action plan for resolution of problematic issues, and provide general guidance on how to avoid or deal with similar situations in the future.

Command has a commitment to quality that is based on one simple idea. Before you demand quality, you have to define it. At Command, we define quality as "conformance to specification". We "spec" the work our employees and supervisors are supposed to perform. If they conform to the spec, then our quality paradigms have been achieved. An example of this is illustrated in a property that we secure which is owned and managed by the Wentworth Management Group. Previously, the property was plagued with arbitrary and ineffective security patrols. By surveying the site, compiling a detailed specification for the patrols, we had the necessary details to design quality paradigms. Quality became a tangible, attainable goal; not an abstract concept.

If quality is defined as "conformance to specification" then a checklist, based on those specs is drafted. Officers are evaluated according to the checklist and supervisory personnel maintain their own checklist provided to them by their immediate up line manager and a pattern is drawn. Notice the pyramid. Quality comes from the top down.

Proactive- This principle is implemented in the following manner:

Clients are contacted in person quarterly or as specified by the client, by Command's Quality Assurance Manager, with the sole purpose of ascertaining how we are performing. If a problem is identified, that QA Manager then acts as a liaison to solve that problem quickly and effectively.

Reactive- If a problem arises in the form of a complaint, the QA Manager will identify a team of security managers to assist in the expeditious resolution of the issue. If the complaint is major or chronic, we have established a "Client in Jeopardy" program which is immediately implemented. This program not only involves the QA Manager, but the local branch office and the appropriate Regional Vice President; with the stated goal to identify, repair and take corrective steps to prevent this complaint or issue from occurring in the future. This is all done in writing, with Torrance Transit System kept abreast of progress and solution implementation. The QA Manager is a seasoned security professional with both the mandate and the power to take prompt corrective action.

You might ask, "How do you measure service quality?"

We measure quality of our customer service delivery by client feedback. Security is a service business. There is no margin of error and a limited learning curve. Command supports a "zero tolerance" policy for service deficiencies.

We use a customized, proprietary questionnaire as a blueprint for a Client Service Review. This form is sent to clients monthly and it is incumbent upon the Account Manager to ensure for its return...we take these forms seriously. They are posted in the "Client Service Log" and reviewed by all levels and phases of management.
A sample is attached for your review.

OUR "GO TEAM" CONCEPT

Since our beginning, Command Security Corporation has implemented and transitioned multiple locations and started up numerous security and service contracts. We are sensitive to the concerns and factors during a service transition and have a fool-proof implementation plan. That is why we have the "GO Team".

It is our belief that if you start a job the right way, it will run the right way - and that is the attitude we bring to the transition process, which generally spans four weeks and is malleable enough to be conformed to the specific and unique needs of each new client.

Command Security Corporation has a trained, ready and available "GO Team" for new start-up operations and new service implementation. The management and personnel which comprise this team, have experience in all facets of security operations and have successfully started up numerous contracts across the U.S. in the security environment.

24-7 LIVE DISPATCH

Additionally, we have a 24 hour/7-day a week live dispatch center that guarantees Torrance Transit System will speak to a human being who will reach the right person any time, day or night, to ensure timely and effective service. We can offer "assurances" of our quality, not guarantees. Proactive. Reliable. Real.

THE CARE AND FEEDING OF OUR EMPLOYEES

Command Security Corporation has numerous programs and opportunities for our security officer personnel. We know they are the first-line of defense. We will detail most of them in the on-going sections of the proposal, in the "Benefits" section and in the "Employee Recognition Programs" section.

Divider

Section 4

Proposal Affidavit

Command Security Corporation – 2230 Fairview Avenue Santa Ana, CA 92704
Tel (714) 557 9355 Fax (714) 557 2331
www.commandsecurity.com

Attachment C

State of California

Proposer affidavit

County of Los Angeles

Martin C. Blake, Jr. Being the first duly sworn deposes and says:

1. That he/she is the **Chief Operating Officer of Command Security Corporation**
(Title of Office) (Name of Company)

Hereinafter called "Proposer", who has submitted the City of Torrance a proposal for

Security Services for the Torrance Transit system
(Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing. Or to withdraws his proposal, to raise or fix the proposal price of that Proposer of any one else, or to raise or fix any overhead, profit or cost element of the Proposer's price of the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer of to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information of data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent there of or a partnership or other financial interest with said Proposer in it's business; and

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Date this **14th** day of **May, 2008**

(Proposer Signature)

Chief Operating Officer
(Title)

Divider

COMMAND SECURITY CORPORATION CSC

Section 5

Current Customers

Attachment D

References:

Please supply the name of the three (30 companies/agencies for who your firm has provided service to illustrate current qualifications relevant to this project:

1. Job Description Transit Security Training and Operations

   Contract Amount **$50,000**

   Time to Complete Job **Indefinite**

   Owner and Location **Gardena Municipal Bus Lines, Gardena, CA.**

   Contact Name and Telephone Number **Wayne Bush, (310) 324-1475, Service provided as Global Executive Security.**

2. Job Description Transit Security Training and Operations

   Contract Amount $ **Multiple locations - $2,000,000**

   Time to Complete Job **Three Year Contact**

   Owner and Location **Federal Express – Ground (Security)**

   Contact Name and Telephone Number **Federal Express, 200 Old Ranch Road, City of Industry, CA 91789**

3. Job Description British Airways – (Security)

   Contract Amount $ **Multiple locations - $6,100,000**

   Time to Complete Job **Servicing Client for 29 years**

   Owner and Location **British Airways (New York, Philadelphia, Miami, Seattle and Los Angeles**

   Contact Name and Telephone Number **Terry Hennessey, (718) 425-5663. Service provided as Command Security Corporation, dba Aviation Safeguards.**

Attach project employee's resumes for these projects.

NOTE: Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

RONALD L. BROWN

WORK HISTORY

Global Executive Security Incorporated (2001 to present)

I am currently the CEO of a small private security company licensed by the State of California's BSIS. I manage the company's various security services, projects, assignments and clients. I recently completed a comprehensive Emergency, Safety and Security Policy and Procedures Manual for the Gardena Municipal Bus Lines (in compliance with and mandated by FTA) currently in use by the agency. I conduct threat-security-vulnerability assessments as well as security related and emergency disaster preparedness training classes. I manage undercover operations to ensure employee integrity, test security procedures- systems and provide security inspections. I manage, direct and coordinate security protection details for high profile events, celebrities, foreign dignitaries, and residences.

Los Angeles County Sheriff Department (December 1997 to July 2003)

I performed the duties of a Patrol Officer working the Transit Services Detail for Los Angeles County South, East and West Regions. I responded to calls for service, preventive patrol and conducted field investigations. I performed the duties as Custody Inmate Supervisor at the North County Super Maximum Security Prison in charge of housing unit of approximately 350-450 inmates. I performed the duties as Court Services Custody Supervisor at Santa Monica Courthouse. I provided supervision and training of all deputies assigned to custody-lockup, ensured the daily transition of inmates to and from court was efficiency and professionalism, prepared the facilities for grand jury inspections, and maintained all records, policies and procedures to ensure daily compliance of the custody operations.

Los Angeles Transit Police Department (August 1990 to November 1997)

I performed the duties of a Patrol Officer and Field Training Officer. I performed the duties of Gang Officer on the Undercover Juvenile Gang Detail. After being promoted to Senior Lead Officer I performed the duties as Patrol Field Supervisor. I was transferred to the Training Bureau where I was assigned as the Supervisor and Training-Academy Coordinator for pre-post academy new officers of the department. I supervised all new officers starting and completing the academy and prepared performance evaluations and readiness recommendations for submission to the training Lieutenant. I performed the duties as lead Tactical Training Officer

WORK HISTORY CONT.

for high risk incidents on public transportation buses and trains. I was responsible for the development of two advanced tactical training courses certified by California POST (that became the department's policy), the training of all department officers, other Los Angeles County law enforcement agencies and their SWAT teams, and was the Departments POST Training Coordinator for the two law enforcement tactical training courses. I performed the duties as Patrol Field Supervisor for the Rail Division. I monitored officers' performance, completed a supervisor's daily activity log outlining officers' activities and unusual occurrences, directed and performed field investigations and supervised incident-crime scenes pertaining to citizen's complaints, accidents, suicides, train derailments, and deaths. I performed the duties as Watch Sergeant for the Community Policing-Problem Solving Detail. I was responsible for the supervision of 12 officers and directing their daily activities-deployment, and in the absence of the Watch Commander I performed the duties of Watch Commander. I wrote officers' evaluations, conducted investigations regarding citizen's complaints, accidents or misconduct by officers. I prepared the monthly deployment schedule and approved officers' time off and vacation requests. I assigned officers to special assignment or detail requests by the Bureau Commanders, the Chief of Police, the community, other law enforcement agencies or dignitaries. I performed the duties as the Firearms and Defensive Tactics Instructor. I trained officers in defensive tactics techniques and the proper and accurate use of department issued and authorized firearms. I was also assigned to several dignitary protection details. The department merged with the Los Angeles County Sheriff's Department in December 1997.

MILITARY HISTORY

United States Army Reserves (1994 to 2002)

I performed duties in the intelligence field while assigned to the G-2 at Los Alamitos and later performed duties in the intelligence field as a counterintelligence special agent while assigned to S-2 at Bell. I performed the duties of Special Operations Team Member and was assigned as a team member-sniper with an IMA Detachment-SOCSOUTH special ops squad. Received an honorable discharge.

United States Marine Corps (November 1985 to November 1989)

I performed the duties as Infantryman, Special Response Team Member and Corporal of the Guard assigned to Marine Security Forces. I worked military and political dignitary protection details in Europe and was assigned as the Combat Weapons Instructor for DOD military and civilian personnel in Italy. I performed the duties as Company Armorer. Received an honorable discharge.

Los Angeles Unified School District ROP (1998 to 1999) part-time

I performed the duties as Vocational Teacher. I worked as a teacher for high school students interested in a career in law enforcement or security. This was a part-time assignment.

LAW ENFORCEMENT TRAINING & RELATED COURSEWORK

Critical Incident Management
Emergency Operations Planning and Development
US Marines Counter Terrorism and Sniper
US Army Counter Intelligence Special Agent
Federal Bureau of Investigations: Death-Homicide Investigations, Crisis-Hostage Negotiations, Post Blast Investigations, Law Enforcement Instructor Development, Defensive Tactics Instructor, Firearms Instructor, Marksmanship-Sniper
POST Course Coordinators Training Seminar
Sexual Harassment/Hostile Work Environment Prevention
Raid Planning and Preparation
Tactical Firearms
Law Enforcement Supervisory Course (80 hour POST recommended)
American Red Cross HIV/AIDS and Communicable Disease Instructor
Community Oriented Policing-Problem Solving
Undercover Operations (California Narcotics Association)
Police Surveillance
Crime Scene Investigations
Officer Involved Shootings
Juvenile Procedures
Worker's Compensation/Injury Illness Prevention
Surveillance-Counter Surveillance Intelligence Operations
Marine Special Response Team Operations
Counter Terrorism (taught by US Navy SEALS Team 6)
Marine Anti-Counter Terrorism Tactics

Ronald L. Brown
Beverly Hills, CA 90212
(310) 925-4882

PAT O'NEIL

General Manager – JFK
John F. Kennedy International Airport
Jamaica, NY

Ms. O'Neil has over 29 years in operations management and is in her 15th year with Aviation Safeguards. Ms. O'Neil was promoted to General Manager – JFK after five years as the Director of Operations for JFK International Airport. Ms. O'Neil began her career at Aviation Safeguards in 1991 as a Personnel Administrator, certified as a Security Identification Display Area (S.I.D.A.) Instructor by the Port Authority of New York and New Jersey. In 1994, Ms. O'Neil became the Director of Personnel where she managed all aspects of human resources at JFK International Airport.

In 1995, Ms. O'Neil was promoted to Operations Manager, International Arrivals Building, at JFK International Airport. She was responsible for the preboard security screening for 48 international airlines, and annual processing of over four and one half million passengers. In October 1995, Ms. O'Neil became Director of Operations for JFK International Airport with management oversight for all aspects of Aviation Safeguards' operations at JFK. She is very active in KAAMCO at JFK International Airport.

Ms. O'Neil is certified in the following areas:

- *ATA Instructor (Airline Passenger Screening Program).*
- *Ground Security Coordinator.*
- *ATA Explosive Trace Detection Instructor.*
- *ATA Instructor in Advanced Technologies at Category X and Category I Airports.*
- *S.I.D.A. Instructor.*
- *Company issuing officer for airport security program.*

Prior to joining Aviation Safeguards, Ms. O'Neil spent 15 years in the medical equipment industry, six in sales and nine years as Director of Operations, overseeing the total operation including contractual agreements and loss prevention programs.

SUNIA "SUNNY" WILLIAMS

Regional Vice President
Western Region, CA – Aviation Safeguards

Mr. Williams joined Aviation Safeguards at LAX International Airport in June 1995 to manage and oversee the contract at the Tom Bradley International Terminal. As General Manager of the Tom Bradley International Terminal Mr. Williams had oversight for all of the services for all of the international carriers that comprise the Foreign Airline Operators Consortium. Services include preboard security screening, wheelchair escort services, baggage handling and skycap services.

Mr. Williams' responsibilities grew to encompass five of the seven terminals at LAX International Airport where he had oversight for 750 employees and a large management team. As General Manager – LAX, Mr. Williams serviced over 90 international and domestic airlines, including cargo and passenger services. In addition, Mr. Williams is the corporate security license holder for Command Security Corporation for the State of California. Under Mr. Williams, Aviation Safeguards has become the largest provider of security and related aviation services at LAX International Airport. For the LAX Interline Baggage Services, Mr. Williams and his staff serve as the Quality Assurance Contractors.

Because of Mr. Williams' dedication to the company and exemplary performance in June 2007 he was promoted to his new position of Regional Vice President of the Western Region for Aviation Safeguards which encompasses Portland, OR, Seattle, WA, Northern and Southern, CA and Las Vegas, NV.

With over 29 years experience in the aviation services and airline industries, Mr. Williams joined Aviation Safeguards with an impressive service record to the airline community. Just prior to joining Aviation Safeguards, he was the Vice President of World Airline Services (1992-1995), a Los Angeles based service company furnishing security and ground handling services. Prior to 1992, Mr. Williams owned his own ground handling company and worked for Continental Airlines in cargo and passenger services. He earned a Bachelor's Degree in Business Administration from the University of Utah at Salt Lake City in 1984.

Divider

Divider

COMMAND SECURITY CORPORATION CSC

Section 6

Cost Proposal

Command Security Corporation – 2230 Fairview Avenue Santa Ana, CA 92704
Tel (714) 557 9355 Fax (714) 557 2331
www.commandsecurity.com

ATTACHMENT E

Cost Proposal:

1. Total anticipated cost for the one-year contract and hourly rate to provide security services for the Torrance Transit System.

   $ 19.74 per hour x 10,400 hours (maximum) annually: $ 205,296

2. Please indicate below, detailed pricing, of each component used to arrive at the hourly rate.

Expense Category	Hourly Rate	Annual Cost
Officer Wages	$ 12.75	$ 132,600
Officer Benefits	$ 2.83	$ 29,432
Communications Equipment	$ .15	$ 1,560
Management Oversight	$ .22	$ 2,288
Other Expenses (please list)		
Payroll taxes and insurance	$ 1.85	$ 19,240
Uniforms and on site training	$ .47	$ 4,888
Drug and alcohol testing	$ .07	$ 728
Overhead and profit	$ 1.40	$ 14,560
Annual Total	$ 19.74	$ 205,296

Please break down Officer Benefits above, i.e. – worker's compensation, insurance, etc.
Six Holidays, two sick days, five vacation days, worker's compensation and health insurance.

Please indicate which of the following your company provides to the employees:

2 Sick Leave Hours/Days per year Days

5 Vacation Leave Hours/Days per year Days

6 Holiday Pay Hours/Days per year Days

Please list which Holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Divider

Section 7

Employee Recruitment and Training Programs

Command Security Corporation – 2230 Fairview Avenue Santa Ana, CA 92704
Tel (714) 557 9355 Fax (714) 557 2331
www.commandsecurity.com

Section 7
Employee Recruitment

Command Security Corporation agrees to follow the "best practices" in recruitment and hiring for the City of Torrance Transit System.

Command Security Corporation's recruitment strategy encompasses internal and external networking. The recruitment process may include employee referrals, media advertising, and college internships that specialize in direct job-related courses. Command Security Corporation also recognizes our internal talent by constantly seeking those employees ready to advance to the next level in their careers.

We have designed an "Employee Development Program" incorporating a mentoring program that is designed to strengthen our employees' skills operationally as well as administratively. This program allows Command to promote from within which is a win-win for us as well as for you, the client. This approach provides highly competent, skilled and trained staff to our valued clients as well as serving as a retention tool for Command Security Corporation.

As a result of our prior collaborative efforts with Giuliani Safety and Security, we are focused on recruitment of an experienced security force; career professionals with a blend of law enforcement, military and corporate security background and expertise.

Command Security Corporation understands that our success rests solely on the performance of our employees. It is through strategic recruitment and our 12-Step "*Hire*-Archy" (enclosed) that we can provide our clients with the most qualified and well trained employees in the security industry.

Retention

At Command Security Corporation we pride ourselves in our most valuable asset: our people. Management personnel function as coaches or mentors to ensure that frontline security and service personnel know that they are valued and how they are performing. We are dependent on our employees to create positive client experiences and outcomes. Positive feedback, recognition and reward create superstars in our industry.

Our employee screening, selection processes, and training programs are not only to benefit you, the client, but also our employees. These processes are able to pave the road to success and advancement within the Company. We understand the importance and value of our employees. The result of recognizing that value is retention. Tailored, targeted recognition, reward and feedback programs are the key.

Command Security Corporation routinely conducts various employee certificate and award programs which recognize and reward employee contribution and performance.

Some of these programs include:

- Outstanding Performance Awards
- Security Officer of the Month Award
- Security Officer of the Year Award
- Exemplary Customer Service Acknowledgement Awards
- Employee Hot Line with Bonus Potential
- Employee Referral Bonus Program

To re-iterate, Command Security Corporation will recruit, hire and train security professionals with the aptitude and proven skill sets to service the City of Torrance Transit System. We will hire candidates with experience in the security industry, preferably with military and/or law enforcement background. Command Security Corporation fully recognizes the benefit of service retention. We will offer employment to all qualified incumbent vendor employees, should the City of Torrance Transit System desire, as long as they meet our stringent hiring processes. Our candidates will be enrolled in our state-of-the-art security training programs. Our human resources department conducts all mandated background and investigations, including submitting applicants for fingerprinting and criminal background checks. Our unique "*Hire*-Archy" is an integral part of our hiring process and industry-leading. Command Security Corporation's employment standards are stringent as we maintain a "zero tolerance" policy for exceptions to our employment processes.

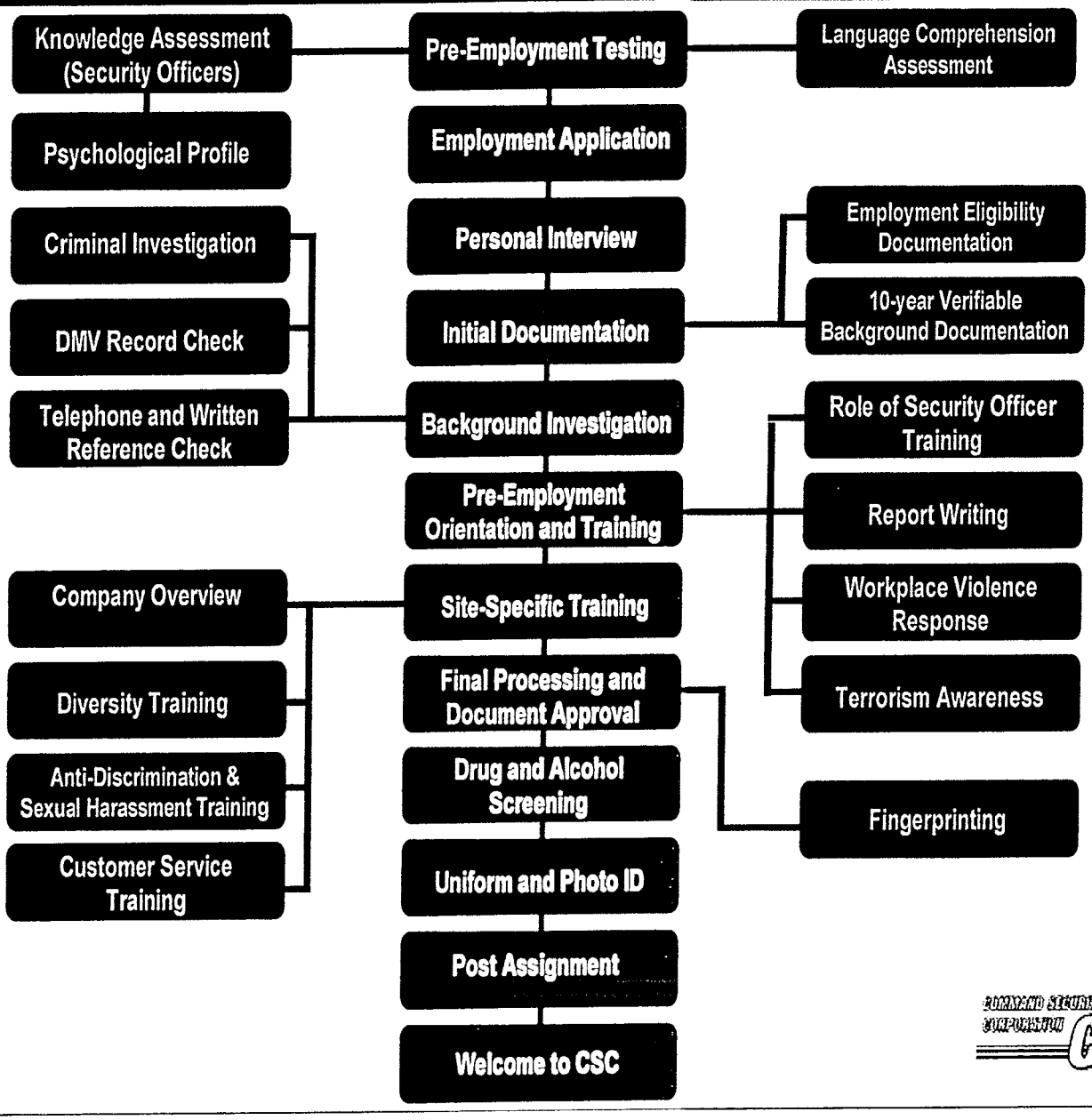
A Command Exclusive...

Our Security Topics Hotline keeps Employees ahead of the curve...and the competition!

Updated weekly, this hotline helps to enhance the quality of services we provide. Employees are given incentives to call each week to hear a new, pre-recorded message covering: post duties, tips on writing reports, suggestions for enhancing customer services...and more.

Highly Skilled Staff. Focus on Customer Service. Ongoing Professional Training. Just a few of the many reasons to Take Command.

Command's 12-step Hire-archy



COMMAND SECURITY CORPORATION CSC

Training Programs

Education and training spells the difference between success and failure in the security industry. Training is your best protection.

Security Officer Training

Command Security Corporation's training programs are conducted with consistency, repetition and continual reinforcement through formal classroom and on-the-job training. We also subscribe to Trinity Workplace Learning where we provide video-based learning to all security officers, for new hire training as well as recurrent training.

The Basic Security Officer Training Series, a complete 12-part active-learning system, includes interactive, up-to-date lessons on safety and security methods, emergency preparedness, effective communications, report writing, ethical conduct, and additional critical topics.

Command Security Corporation's formal classroom training program begins with a comprehensive new hire training and familiarization. All newly hired employees are required to attend eight hours of classroom training. This training is the first in a series that will provide valuable information and tools that allow our employees to consistently deliver a Command Performance.

In addition to any state and federally mandated training, Command offers its employees enhanced training in ancillary areas such as Customer Service, Problem Resolution, Terrorism Awareness, Workplace Violence and Diversity.

Our site specific training is detailed and client specified; the extent of which depends on the availability of material and information from each client. Prior to any post assignment each employee is trained on the client's unique and specific requirements and needs.

Supervisory Training

Our Supervisors and Managers are provided with a comprehensive training curriculum that includes such topics as effective coaching and counseling, documentation and performance management. Supervisors rely primarily on their "on-the-job" training with clear standardized instruction on the core responsibilities of day-to-day client activities and employee management.

Interactive supervisory training is delivered via Trinity Workplace Learning with the new "Supervisor Excellence" training series. Recognizing that the transition from security officer to supervisor can be challenging, Command Security Corporation assists in the professional development of newly promoted supervisory personnel and helps hone the skills of existing supervisors. The syllabus for "Supervisor Excellence" training includes:

- Leadership Principles
- Supervisor Communications
- Customer Service as a Security Function
- Handling Multiple Priorities
- Security's Role in Reducing Business Risk
- Emergency Preparedness and Crisis Management
- Sexual Harassment
- Professional Standards

Specialized Training

Command Security Corporation can also provide the following specialized training dependent upon unique, client requirements and specifications:

- CPR/AED/First Aid
- First Response
- Fire/Life Safety
- Public Relations
- Bomb Threat and Search
- International Association for Health Care Security and Safety
- Non-violent Crisis Intervention
- Terrorism Response and Awareness
- Firearm Use and Safety
- Conflict Management and Resolution
- ADA Compliance – Americans with Disabilities
- Diversity and Sexual harassment Training
- Customer Service Training – "Employees Making A Difference"

Site Specific O-J-T

Based on an evaluation of site specific requirements for each City of Torrance Transit System site, Command Security Corporation will design and implement an O-J-T Program for all assigned security officers. The site specific training will incorporate all applicable general and post-specific instructions in our interactive post order format.

Public Transit Experience and Training

Command Security Corporation is working with Global Executive Security to specifically train our officers to utilize the most sophisticated, up to date tactics and methods in public transit safety and security. Global Executive Security has a remarkable track record in creating and implementing training programs used in California including:

- **Specialized Bus Takedown Tactics** (high risk incidents). This program was certified by the State of California Police Officer Standards Training (POST) and was taught to law enforcement officers, SWAT members and transit employees from 1994-1997. Currently taught to law enforcement, transit agencies and their employees.
- **Specialized Rail Tactics** (high risk incidents). This program was certified by State of California POST in 1994. Taught to law enforcement officers, SWAT members and transit employees from 1995-1997.
- **Emergency Safety and Security Disaster Preparedness** training programs in compliance with State and Federal guidelines for local public transit agency. The program was recognized, by FTA's auditing agents during a triennial review of a South Bay transit agency, as a blueprint for all other Southern California transit agencies.
- **Emergency Safety and Security HAZMAT Disaster Preparedness** training programs in compliance with Federal, State and OSHA guidelines. This program was developed for a neighboring public transit agency and is currently in use and utilized for annual training for the agency's maintenance department and personnel.

Global Executive Security also assisted in preparing a transit agency for two FTA triennial reviews of its Security Compliance and Requirements.

Additional Technical Services Provided:

- Annual and biannual emergency disaster preparedness program development and training for public transit agencies
- Annual security system operations and procedures audits, testing, and unannounced inspections
- In-house transit personnel training in terrorism awareness, suspicious package recognition and suspicious behavior, criminal activity recognition and awareness, transit crimes, and covert employee performance and complaint inspections-evaluations.
- First Responder training for transit managers and supervisors.
- HAZMAT training for maintenance personnel

TRANSIT SECURITY OFFICER
TRAINING OUTLINE

The objective of this additional training is to familiarize Command Security Corporation (CSC) officers assigned to the security of the Torrance Transit System (TTS) with the daily operations, procedures, personnel and community serviced by TTS. This training is in addition to CSC "Site Specific O-J-T" training and any other training TTS deems necessary to ensure the security needs of the TTS agency and transit community are met.

I. ORIENTATION

A. Torrance Transit System Agency and Community
B. Personnel
C. TTS Policies and Procedures
   1. Emergency Disaster Preparedness and Safety Programs/Procedures
   2. City of Torrance Transit Polices and Procedures
   3. TTS Memorandum of Understanding with Torrance Police and Fire Departments
   4. TTS Memorandum of Understanding with other transit and/or emergency services agencies
   5. Sexual Harassment, Drugs and Alcohol and Workplace Violence

II. COMMUNICATIONS

A. TTS Dispatch
B. TTS Radio Procedures
C. TTS Radio Call Signs and Language

III. OPERATIONS

A. TTS facility familiarization
B. TTS buses identification and familiarization
C. TTS maintenance department
D. TTS facility and bus security systems

IV. TRANSIT SERVICE AREA-COMMUNITY

A. TTS Emergency Services Locations
B. TTS 8 service lines familiarization
C. TTS other transit centers and facilities
D. TTS community meeting centers
E. TTS Crimes and Incidents

Security Officer Training

The objectives of the training program are as follows:

- To develop professional self motivated employees who can accomplish the mission while adhering to the professional standards set forth by both our company and the transit agency.
- To provide each security officer with the best instructional guidelines possible so that they may obtain the knowledge, skills and ability to perform the duties as a professional
- To demonstrate competency and an understanding of the duties that are required to properly perform the functions of the job through written exams, participation in practical, and on the job training.
- To provide officers with the confidence and discipline that is necessary to handle the scope and stresses of the job.
- To instill a desire to develop healthful behaviors and motivation to enhance the health and physical fitness of each trainee.
- To educate each officer in the skills necessary to be proficient in all areas of performance, placing particular emphasis on high liability and those of a sensitive nature.
- To develop and instill an understanding of diverse cultures within the demographic area of the community serviced.
- To successfully demonstrate the ability to think and respond positively, report accurately, use equipment in a safe manner and handle oneself in an emergency or crisis situation.

These objectives are met by implementing the following training guidelines, resources and materials to all of our security personnel.

BSIS	Transportation Security Administration (TSA)	Public Transit (Agency Specific)
Powers to Arrest	Security Officer Certification Course	Emergency Operations and Procedures
Liabilities	Suspicious Packages	Communication System and Procedures
Ethics	Suspicious Behaviors	Service Area and Vehicle Familiarization
Safety		Chain of Command
Terrorism Awareness		Transit Crimes and Incidents
Report Writing		Proactive Security Solutions
		Emergency Incident Responses

COMMAND SECURITY CORPORATION CSC

"Go Team" Implementation Plan

Once a contract is awarded Command Security Corporation works tirelessly to make sure the implementation process is seamless and efficient. ***The plan immediately goes into effect and our clients are updated throughout the entire process via weekly meetings with the agency.*** The four week process is designed entirely around the philosophy that if a job is started the right way, it will run the right way.

Implementation Plan

Week One

- On-Site Service Review
- Establish Lines of Communication
- Review Service Details w/CSC's Security Services Manager
- Recruitment of Personnel
- Pre-Employment Screening

Implementation Plan

Week Two

- Second Review w/ Security Services Manager
- Finalize Recruitment of Personnel
- End of Pre-Employment Screening
- Begin Selection of Personnel
- Training Program takes place
- Ordering of Uniforms

Implementation Plan

Week Three

- Finalize Personnel Selection
- Training program ends
- Any additional personnel Recruitment
- Classroom Training Complete
- Fitting of Uniforms
- On-Site Training

Implementation Plan

Week Four

- Development of initial work schedule
- Final Service Requirements
- Start Client Services
- First Service Review with the city

"GO TEAM" in the field....Just one example of a successful transition was orchestrated at Greenfield Community College, Greenfield, MA. The complexity of this particular transition hung on the extensive training that each security officer was required to complete prior to taking post. This training included the completion of a Massachusetts State Police Academy Course, certification in first response, CPR, crisis intervention, defense tactics, radiological emergency response, fire equipment handling, and more.

"Go Team" Quality Assurance Plan

Once Command has its security service team in place and the hiring and training processes are completed, the real client services take place. As part of our "Go TEAM" process, we follow up our implementation process with a four-week Quality Assurance plan to make sure the job is set up in a complete and thorough manner, leaving our clients satisfied and comfortable with the services provided.

Quality Assurance Plan

- Service Performance Evaluation by Management

Weeks Five through Eight (Weekly)

- Personnel Reassessment

- Training Curriculum Revisions

- Weekly Services Review with Fordham

- Service Standards Evaluation

In October 2005 after Hurricane Katrina, HSBC called upon Command Security Corporation to provide emergency security coverage in various locations throughout South Florida when the incumbent provider abandoned all posts. Command provided emergency security coverage when HSBC contacted our 24 hour/7day a week dispatch center at 1:00 am. Their alarm systems were completely down and the branch offices had suffered considerable damage. We were able to get officers to approximately 10 high risk branches for the remainder of the storm and for a short time afterwards. Our security officers worked under difficult conditions with no food, water or power but still provided quality service until power was restored and the locations were up and running. Obviously, this was an unusual situation but it illustrates the extent that Command Security will go to satisfy a client's needs and provide a seamless implementation of service.