Council Meeting of
June 22, 2010

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

Members of the Council:

SUBJECT: **Transit – Approve Contract Services Agreement with G4S Secure Solutions, Inc. (formerly G4S Wackenhut) to provide security for the Torrance Transit System.**

Expenditure: $164,944

RECOMMENDATION:

Recommendation of the Transit Director that Council approve a one-year contract services agreement with G4S Secure Solutions, Inc. to provide security services for the Torrance Transit System from July 1, 2010 to June 30, 2011, at a cost not to exceed $164,944.

FUNDING: Funding is available in the Transit Department's Fiscal Year (FY)2010-2011 Operating Budget.

BACKGROUND:

In April of 2010, the City of Torrance released a Request for Proposal (RFP B2010-06) to provide security services for the Torrance Transit System. At the time that the RFP was released, Transit funding marks for FY2011 had not been released for the region. In late April, the funding projections were made available and Torrance's share of regional security funds had been reduced by $40,000 (from $205,000 to $165,000). Because of this, staff decided to notify all known proposers – at the Pre-Proposal Conference and via Addendum #1 of the RFP – that Transit's private security budget for FY2011 would be approximately $165,000, and that Transit was open to allowing agencies to submit up to two pricing schedules (A, B, or both) in their proposals. Pricing Schedule A would follow Transit's $12.75 per hour base pay request for security personnel as outlined in the RFP, while Pricing Schedule B allowed the agency to propose an alternative hourly wage for their security personnel as long as it did not sacrifice the quality of service provided and met all State and Federal Minimum Wage requirements.

On May 6, 2010, the Transit department received nineteen (19) proposals in response to the RFP.

Listed below are the proposers and bid amounts as opened and read aloud:

Agency/Company Name	Annual Cost	Pricing Schedule
G4S Secure Solutions, Inc.	$164,944.00	B
Contact Security, Inc.	$162,032.00	B
Cypress Security, Inc.	$164,008.00	B
General Security Services, Inc.	$164,632.00	B
American Guard Services, Inc.	$185,016.00 (A) $160,784.00 (B)	A and B
Command Security Corp.	$205,296.00	A
Alltech Protective Services	$194,896.00 (A) $164,944.00 (B)	A and B
Heritage Security Services	$166,400.00	B
Absolute International Security	$145,080.00 (A) $135,200.00 (B)	A and B
Universal Protection Service	$192,483.00 (A) $167,960.00 (B)	A and B
Securitas Security Services, Inc.	$183,768.00	A
Elite Protective Services	$161,720.00	B
World Private Security	$162,240.00	A
Barry's Security Services, Inc.	$175,656.00	A
U.S. Security Associates, Inc.	$177,237.00 (A) $138,944.00 (B)	A and B
Force One Group, Inc.	$132,600.00	A
Global Shield Security, Inc.	$164,944.00	B
Prudential Security Services	$166,192.00 (A) $121,265.92 (B)	A and B
Platinum Security	$189,800.00 (A) $173,368.00 (B)	A and B

* - Pricing Schedule A. Project pricing based upon Transit's request that the hourly wage for each guard be $12.75
per hour.
Pricing schedule B. Project pricing based upon the proposing agency's alternative hourly wage for each guard.

A rating panel was formed to score the proposals. The Criteria for the evaluation of this RFP was listed within the RFP itself as follows:

"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."

ANALYSIS:

The following panel reviewed each proposal.

1. Aram Chaparyan – City Manager's Office (Official Rater)
2. Kent Sentinella – Police Department (Official Rater)
3. Eddie Harris – Transit Department (Official Rater)
4. Jim Mills – Transit Department (Advisor)

The panel found G4S Secure Solutions, Inc. to be the most qualified candidate to perform the services requested by Transit. While several agencies responded with a lower cost proposal, all received lower scores in technical experience and management oversight because they lacked a record of experience and performance in the field of transit related security.

Scoring Represents Panel Average

Agency/Company Name	Total Score
G4S Secure Solutions	86
Contact Security, Inc.	81
Cypress Security, Inc.	78
General Security Services, Inc.	76
American Guard Services, Inc.	71
Command Security Corp.	69
Alltech Protective Services	68
Heritage Security Services	65
Absolute International Security	64
Universal Protection Service	64
Securitas Security Services, Inc.	63
Elite Protective Services	61
World Private Security	61
Barry's Security Services, Inc.	60
U.S. Security Associates, Inc.	56
Force One Group	53
Global Shield Security, Inc.	48
Prudential Security Services	48
Platinum Security	44

G4S Secure Solutions has extensive experience in providing transit security services to a plethora of transit agencies such as: Sacramento Regional Transit, the Denver Regional Transportation District, Regional Transportation Commission of Southern Nevada, the Milwaukee Transit System, the South Florida Regional Transportation Authority and the Tri-County Metropolitan Transit Station in Portland, Oregon. Reference checks performed also confirmed the agency's ability to perform the services requested in the RFP.

The one year agreement is from July 1, 2010 to June 30, 2011, at a cost not to exceed $164,944. The option for a second and third year of service is included the agreement, contingent upon agency performance.

Respectfully submitted,

Kim Turner
Transit Director

CONCUR:

LeRoy J. Jackson
City Manager

Attachment: A) Contract Services Agreement with G4S Secure Solutions, Inc.

City Manager's Note:
Recently an inquiry was made about the use of e-verify among City contractors. This contractor does use e-verify to determine the legal employment status of its employees.

ATTACHMENT A

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and G4S Secure Solutions, Incorporated, a Florida 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. B2010-06 (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.

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, 2011.

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 $164,944.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

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, Acting Operations Manager for Transit 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:

Jorge R. Villaverde, General Manager
2300 East Katella Avenue, Suite 150, Anaheim, CA 92806
Phone: (714) 939-4900, Fax: (714) 940-4894, Email:
jvillaverde@wackenhut.g4s.com

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, pay for cost of defense, 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. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply, but only to the extent covered by Contractor's negligence, even in the event of concurrent negligence on the party of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting 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.

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.

(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. CONTRACTOR's naming of these entities as additional insureds shall provide coverage to the extent of Contractor's liability under Paragraph 15 of the Agreement.

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. CONFLICT OF INTEREST

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:	G4S Secure Solutions, Inc. 2300 East Katella Ave., Suite 150 Anaheim, CA 92806 Attn: Jorge R. Villaverde, General Manager Phone: (714) 939-4900 Fax: (714) 940-4894
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

G4S Secure Solutions, Inc.,
a Florida Corporation

By: _____
Glory Ross
Director & Associate Counsel
G4S Secure Solutions, Inc.

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
Exhibit B: Proposal

Revised: 1/30/01

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT A

Request for Proposal

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. 2010-06 **Request for Proposal (RFP) to Provide Security Services for the Torrance Transit System**

PROPOSAL SUBMITTAL INFORMATION

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.
Late proposals will not be accepted.

Location: Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

Date: Thursday, May 6, 2010

Time Deadline: **2:00 P.M.**

Proposals will be opened and publicly read aloud at 2:15 PM in the Council Chambers.

- Submittal and Addenda Checklist (Attachment A)
- Proposer's Response (Attachment B). You must submit your response 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.

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective proposers including a demonstration of a Sealed Vault Pickup

Location: City of Torrance – Transit Department
City Services Facility, 20500 Madrona Avenue, Torrance CA 90503

Date: Thursday, April 22, 2010
Time: 3:00 PM

Questions regarding this Request for Proposal should be directed to:

Mr. Derick Mahome, Operations Manager
Torrance Transit System
(310) 781-6929

RFP No. 2010- 06 **Request for Proposal (RFP) to Provide Security Services for the Torrance Transit System**

SECTION I PROPOSAL 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 6, 2010, 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, B2010-06"**.

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, B2010-06"** 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, negotiated 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 Derick Mahome (Operations Manager) 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 Derick Mahome (Operations Manager) prior to Thursday, April 29, 2010. 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, 2010 to June 30, 2011. There may be options for a second and third year contract based on the first year of service.

Mandatory Pre-Proposal Meeting:

Proposers intending to bid on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal meeting. Proposers submitting proposals without attending this conference will be disqualified. No exceptions will be allowed.

Place:	Torrance Transit System Operations Division 20500 Madrona Avenue Torrance, California 90503
Date and Time:	Thursday – April 22, 2010 at 3:00 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.

RFP No. 2010- 06 **Request for Proposal (RFP) to Provide Security Services for the Torrance Transit System**

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) "H-6" printout 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 preferred. However, TTS is open to discussing the possibility of utilizing a different color scheme for the uniform per the suggestion of the proposer. If the Proposer wishes to suggest a different color scheme 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 TTS 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.

RFP No. 2010- 06 **Request for Proposal (RFP) to Provide Security Services for the Torrance Transit System**

SECTION III PROPOSAL SUBMITTAL

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 RFP.

Submittal Requirements:

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: _____

_____

_____

_____

_____

ATTACHMENT F

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Date (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Contractor Name, type of entity ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to insert brief description of services.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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 .

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, 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 $insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by CITY.

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 the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the 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 written 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.

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. <u>FORCE MAJEURE</u>

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 control, 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. <u>RETENTION OF FUNDS</u>

CONTRACTOR authorizes 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 CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which 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, 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 CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**
City Representative 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 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:

Representative 1
Representative 2

9. **INDEPENDENT CONTRACTOR**
The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither 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 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 CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from 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 CITY, except those losses or damages as may be caused by 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 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 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 Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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 CITY OFFICERS AND EMPLOYEES

No officer or employee of 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, $500,000 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.

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 ("City of Torrance"), the Redevelopment Agency of the City of Torrance, 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. SUFFICIENCY OF INSURERS

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 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 CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds 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 CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

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.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Contractor's Name and Address
	Fax: Insert Fax Number
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 CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of 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 provided for 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

Firm Name
Type of Entity

_____
Frank Scotto, Mayor

By:_____
Signer
Title

ATTEST:

_____
Sue Herbers
City Clerk

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

By:_____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES

[To be attached]

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

BID NO. B2010-06

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

THE FOLLOWING QUESTIONS WERE SUBMITTED TO TORRANCE TRANSIT SYSTEM (TTS) regarding RFP No. B2010-06 via email and at the Pre-Proposal Conference from potential proposers. 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:

Q: How many proposals need to be submitted?
A: One (1) original and two (2) copies – all signed.

Q: Does the contract need to be accepted "as-is"?
A: Yes, unless the requested changes are minor.

Q: Do the guards and supervisors need to be certified for CPR, AED, and First Aid.
A: Yes to CPR and First Aid, will check on AED and include in Addendum.

Q: What is the incumbent and how many guards do they have on duty?
A: Command Security is the incumbent and they have four (4) guards and one (1) supervisor on duty. Command Security has been the incumbent for two years.

Q: What is the current contract amount? Under the Freedom of Public Information, what is the current Billing Rate for the Current Provider?
A: The current contract is $205,296, however due to budget constraints and the given economy TTS will look to reduce it to $165,000. If you would like to include increases on potential future year extensions and supply justification for that we are open to it as the economy improves over time. The hourly bill rate of the current provider is $19.74 ($205,296 divided by 10,400 hours of guard service requested).

Q: Would you be willing to reduce the minimum guard wages?
A: Yes, we are open to the idea however do not want to sacrifice the quality of the guards, since professionalism is very important to us. Presently, guards are paid $12.75 per hour and supervisors/post commanders are paid $13.75 per hour (one dollar more per hour).

Q: Are the $12.75/hour and the $13.75/hour billable or pay rates?
A: They are the pay rates.

Q: Is there an on-site post for the guards?

A: No, there is no on-site post for the guards. All work will be conducted in the field.

Q: It says there will be potentially undercover operations, could you please elaborate?
A: On occasion a guard may be asked to come in wearing street clothes and assigned to specific tasks requiring such. Please know that guards are only asked to observe and report. At no time are they expected to provide law enforcement "undercover" activities.

Q: Is there a facility where the guards will report?
A: Yes, the Torrance Transit Department facility is where the guards will report.

Q: For clarification, the vehicles will be supplied however we, the Security company, will need to provide insurance on the vehicles, correct?
A: Yes, that is correct.

Q: Is there a Proposal (Bid) Bond requirement? Is there a Performance Bond requirement? Is there a Fidelity Bond/Crime Insurance Requirement?
A: No, none of these are required for the contract.

Q: Are there any Vehicles required for any location? Are there any Golf Carts required for any location? Are there any Bicycles required for any location?
A: Torrance Transit will provide the necessary security vehicles under this contract. No golf carts or bicycles are required.

Q: Any overtime for Holidays?
A: No.

Q: Is there any percentage increase given for the second or third year? Consumer Price Index (CPI)?
A: Given the project budget for this contract, Transit is open to discussing percentage increases for the optional second and third year, based upon the most current CPI or the UCLA Anderson Forecast for Growth.

Q: Are there any other specific equipment requirements?
A: Please review the RFP for details.

Q: Besides the once a month check by a Supervisor, are they any set hours required?
A: Yes. Each guard is allowed up to 2,080 hours per year. Please review the RFP for details.

Q: Are there any set hours for the Project Manager?
A: No. This is per the proposer's discretion to establish.

Also noted by TTS Staff:

1. Ignore the "Sealed Vault pickup demonstration listed on the cover of the RFP". This was for another security contract dealing with cash pick-up services.
2. Please have your respective legal department or legal counsel review the attached contract ahead of time.

3. The guard service requested under this RFP are for UNARMED guards.

Attached below is a list of all known proposers who attended the pre-proposal conference on April 22, 2010 based upon the sign-in sheet:

Name	Organization/Company
George Weymer	U.S. Security Associates, Inc.
Mari Bennett	Nationwide Guard Services., Inc.
James Woolen	Nationwide Guard Services., Inc.
Ron Brown	Global Executive Security
Jerry Ortiz	Cypress Private Security
Lisa Pons	Minders Protective Services
Gina Kaminski	Elite Protective Service, Inc.
Steven Barry	Barry's Security Services, Inc.
Richard DeLong	General Security Service, Inc.
Scott Carpenter	Guardsmark, LLC
Hilda Perez	Alltech Protective Services
Nick Baydaline	Professional Security Consultants
Sean Ligvani	Global Shield Security
Ray Quinonez	American Guard Services, Inc.
Frank E. Turner	American Guard Services, Inc.
Fred Youssif	World Security, Inc.
Cindy Hunt	AlliedBarton Security Services
Chris Rike	AlliedBarton Security Services
Joe Conlon	Command Security
Jim King	Command Security
Manny Martinez	Prudential Security Services
Chelsea Zwart	Platinum Security
Diane Kapadia	Gateway, Security, Inc.
Brandon Joffe	G4S Wackenhut
Jorge Villaverde	G4S Wackenhut
Beatris Akiona	Securitas Security
Miguel Cuzares	Securitas Security
Lucy Lin	Absolute International Security

Jerry Trueman	Absolute International Security
Don Gaffney	Advanced Security Concepts, Inc./Threat Management Systems
Jake Simpson	Heritage Security Services
Michael Gerami	National Security Industries
Jim Goudarzi	Cal Star Security, Inc.
Victor Polek, CPP	Andrews International
Dan Gould	Force One Group Inc.
Ken Mceldowney	Force One Group Inc.
Gary Moore, CPP	Contact Security, Inc.

By Order Of

Kim Turner, Director
Torrance Transit System

April 28, 2010
Please sign and return this addendum with your bid proposal. Your proposal WILL NOT BE ACCEPTED if this addendum is not included.

I hereby acknowledge receipt of this addendum.

Name of Company

Address

City, State, Zip Code

Name and Signature of Company Representative

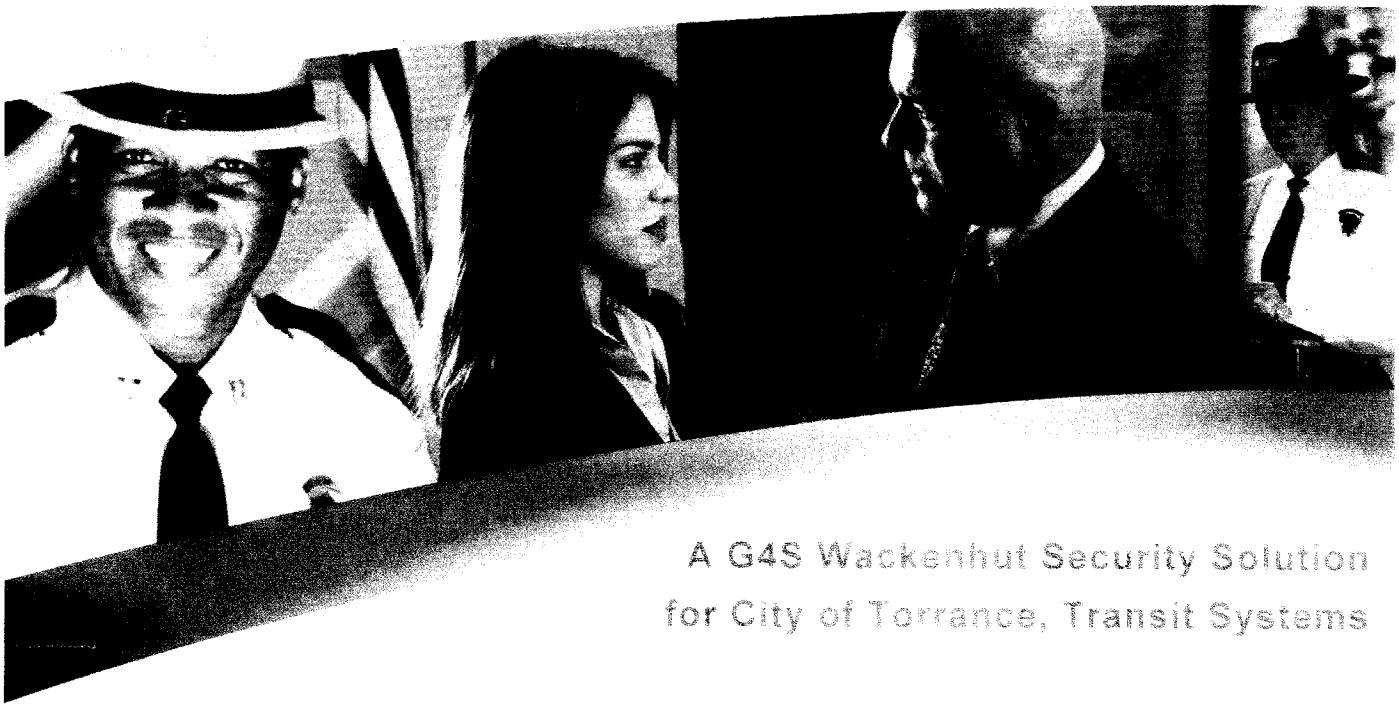
EXHIBIT B

PROPOSAL

EXHIBIT B

G4S Wackenhut

Mitigating Risks and Maintaining Quality with Experience in Transit Security



Presented to:

Torrance Transit
Derek MaHome
Operations Manager

Presented by:

G4S Wackenhut
Brandon W Joffe
Manager Business Development
May 5, 2010

STATEMENT OF PROPRIETARY INFORMATION

This proposal contains proprietary information regarding G4S Wackenhut and is not for public disclosure. Dissemination and reproduction may only be made after written permission by an authorized representative of G4S Wackenhut is granted. This document was prepared and is submitted in confidence to Metropolitan Transportation System. It is submitted solely for use by your management for the purpose of review in connection with an invitation to submit a proposal to provide security services.

G4S Wackenhut

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Attachment A – Addenda Received
Addendum #1 - Signed
Attachment B – Firm Profile

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Attachment C – Proposer Affidavit
Attachment D - References
Attachment E – Cost Proposal

G. Appendixs

Appendix A. ..... G4S Wackenhut Fast Facts
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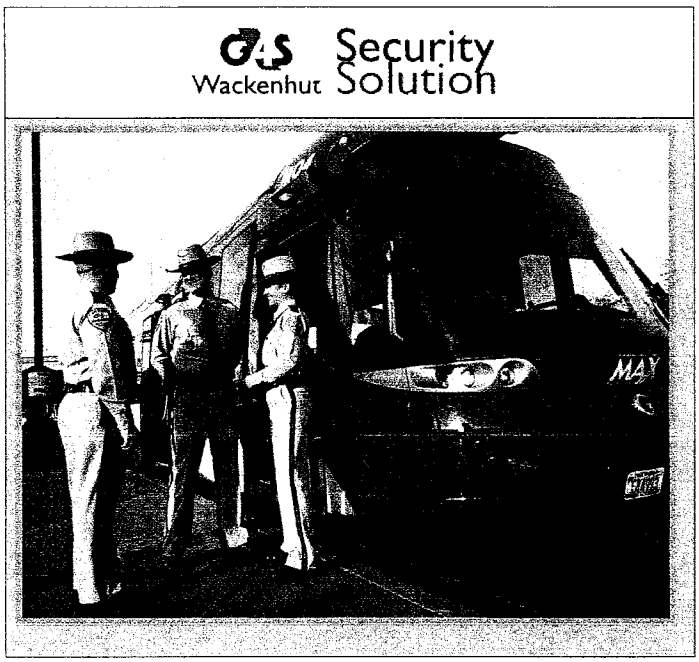
EXECUTIVE SUMMARY

Protecting life safety and physical assets are primary concerns for the City of Torrance and it's Transit System. G4S Wackenhut's security solution provides protection for these concerns with unmatched security experience in the Transit Security environment. Our proposed security program meets all the requirements defined in your RFP by allowing a professional security provider with over 25 years of experience in transit security to manage TTS's security program, giving you freedom to focus on your priorities, your performance and your business. After review of your RFP, we have customized our proposal to help the City of Torrance achieve and enhance all of its security objectives.

G4S WACKENHUT'S BUS/TRANSIT SOLUTION



The goal of every transit system is to provide safe, reliable, convenient, economical, and accessible public transportation services to meet the needs of their community. While security is only one characteristic of a successful, efficient transportation system, many transit agencies in the United States have recognized the need for greater security awareness and preparation. For over 25 years, G4S Wackenhut has been a major player in developing customized approaches to protecting public transit systems, increasing ridership and reducing the financial burden from transit crime. From rail systems to bus

operations, G4S Wackenhut's Custom Protection Officers® work to improve the safety and security of passengers, employees, and the public with innovative customer-service focused programs that reassure patrons and earn the public's trust.

G4S Wackenhut's Custom Protection Officers® can be found riding buses and trains, providing platform and station security, enforcing system rules, patrolling parking areas, assisting riders monitoring fare collection, monitoring hotline programs, serving as Public Ambassadors, and providing investigative services. G4S Wackenhut has the proven experience with Threat Vulnerability Assessments, and the development of System Security Program Plans that meet the Post 9/11 security concerns of forward thinking transit agencies. With the intense competition for transit dollars, G4S Wackenhut's protective programs offer unmatched solutions to the need for quasi-law enforcement service without the law enforcement price. From light rail systems to city and county bus lines, G4S Wackenhut's customized programs have proven to be the model for successful public and private partnerships.

As the leading provider of security services to the U.S. Government, G4S Wackenhut's unique security programs meet the specialized requirements of city, county, state, and federal agencies. With relevant law enforcement and military backgrounds, G4S Wackenhut provides proven security solutions to judicial centers, libraries, water treatment plants, office buildings, assessment centers, transit systems, dispatch centers, airports, military facilities, parks, and more.

Protecting the people, property and assets with expert security services is G4S Wackenhut's core competency. Anticipating and responding to the changing needs of a diverse client base is what sets G4S Wackenhut apart. Developing innovative security solutions and providing customer focused value

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added services keeps G4S Wackenhut at the forefront of the security industry. After review of your RFP, here are the critical business objectives we have identified for TTS.

OBJECTIVES

When your issues are addressed, the City of Torrance Transit System can better achieve its security objectives:

TECHNOLOGY SOLUTIONS FOR DAILY ACTIVITY & OFFICER CHECK-IN

We can equip our officers with a mobile PDA technology device and we equip TTS personal with a custom web portal to track officer check-in and checkout, to ensure all patrol points are hit, Daily Activity Reports are automated, Incident Notifications happen in real time and GPS Tracking of officer position on TTS properties.

THE RIGHT QUALIFICATIONS AND TRAINING FOR THE JOB

Our Proposal provides transit security specific training courses for the officers assigned to TTS's footprint. These training courses include anti-terrorism courses and critical infrastructure classes.

SLEEP WELL AT NIGHT KNOWING EXTRA RESOURCES ARE READILY AVAILABLE

When your security service has significant support resources you can be confident you'll have the manpower needed should a major event, disaster or emergency occur.

PROFESSIONAL INTERACTION OF SECURITY OFFICERS WITH EMPLOYEES

When officers treat employees with courtesy and respect they feel they're traveling in a safe and secure manner which contributes to continued use.

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WELL TRAINED OFFICERS WELL SKILLED FOR THE JOB AT HAND

Delivering the appropriate training that matches your security needs ensures officers can perform their duties for your operations - the greater the training, the greater the officer competency, and the greater your overall protection.

PROFESSIONAL APPEARANCE FOR GREATER CONFIDENCE IN SECURITY

Perception is everything. When visitors and employees see professionally uniformed officers they feel more confident in the level of security.

EFFECTIVE FIRE PANEL AND CAMERA MONITORING

Superior officer experience with technical security equipment to ensure 24 hour TTS security.

A. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

G4S Wackenhut appreciates that the City of Torrance Transit System is an organization that recognizes the many quality and cost advantages of contracting security services from a single world-class provider. Many of our customers require diverse services at multiple locations, which can be difficult and costly to administer effectively from one site to the next. Security service is G4S Wackenhut's core competency, and we specialize in analyzing, streamlining and administering cost-efficient and effective security services across multiple locations as well as individual facilities. This allows our customers the freedom to focus on their core business or operational objectives.

(1)- COMPANY PROFILE

While this proposal presents an outline of our operational structure, capabilities and unique characteristics, we hope to demonstrate that industry leaders choose to partner with us because **G4S Wackenhut:**

- *has a 54-year history of service excellence. Formed in 1954 by our founder George Wackenhut, G4S Wackenhut has grown into the largest security provider in the world.*

- *is a wholly-owned subsidiary of G4S plc, the world's leading provider of security solutions with operations in more than 100 countries on six continents, enabling us to respond to not*

only the existing, but the future security needs of our clients.

- *has a nationwide network of over 110 area offices that are fully staffed with experienced professionals and equipped with the latest technology in order to provide streamlined administrative functions, and an exceptionally well-trained, highly motivated, and expertly supervised workforce.*

- *Employs over 40,000 employees nationwide.*

- *is focused on quality service and its key functions, to include the G4S North America Training Institute (our in-house training division), the Human Resources Department and the National Account Group, have all received ISO 9001:2008 registration.*

- *is flexible, innovative and customer focused as evidenced by the creation of our customized security programs and this has led to the development of our Custom Protection Officer® premium service level; ideal for serving regional Transit Systems.*

- *is focused on safety as evidenced by our corporate-wide Safety Program and receipt of Safety Act Designation & Certification from the U.S. Department of Homeland Security.*

We are confident that G4S Wackenhut has no peer considering our internationally respected security services, our benchmark training programs, and our commitment to process improvements, which provide our customers with the best value and complete satisfaction. We

listen to our customers and respond to their needs with innovative security solutions backed by over a half century of service excellence.

(2) - FINANCIAL CONDITION

G4S is traded on the London (stock symbol: GFS) and Copenhagen stock exchanges. G4S is part of the Financial Times Stock Exchange (FTSE) 100 Index, which represents 80% of the market capitalization of the entire London Stock Exchange. This distinction sets G4S apart as one of the 100 most highly capitalized companies listed on the London Stock Exchange. Global annual revenues for 2008 were approximately £5.94 billion GBP (2007: £4.87 billion) and PBITA for the same period was up 23% to £416.4 million (2007: £338.7m). Choosing the right security provider today means you can expect continuous performance year after year. Financial strength is an often overlooked indicator of a provider's long-term presence. It provides you greater confidence regarding the provider's ability to:

- ***Make payroll 100% of the time, on-time***
- ***Continuously bring new technologies to your service***
- ***Maintain an office today & tomorrow***
- ***Survive during the normal turbulence of doing business***
- ***Reliably deliver on their promises during today's once in a lifetime economic challenge***

G4S Wackenhut has exceptional credit and financial stability, as reported by the largest reporting agencies. In addition to possessing all the above capabilities, our financial strength means you can expect G4S Wackenhut to continue to:

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- *Invest heavily in new technologies to reduce costs while improving security*
- *Research & develop new solutions that stay ahead of your evolving security needs*
- *Increase our geographic coverage to serve you wherever your facilities are*
- *Be your strong & viable security solution this year, this decade & the future*

(3A) - EXPERIENCE & MANAGEMENT STRUCTURE

The Security Services Division is the major business unit of our corporation and is the division responsible for the implementation of government and commercial security service contracts. The cornerstone of the Security Services Division is the well-established network of distinct operating units within the U.S.

G4S Wackenhut has staffed these operating units (regional, area, district, project, branch and satellite offices) with highly qualified security professionals trained to respond to a myriad of security needs and requirements. These requirements can range from the configuration of a relatively simple physical security plan to contingency planning, special events staffing, and complex, industry-specific requirements. Regardless of the specific needs of each customer, our organizational structure provides for increasing levels of management involvement as necessary to satisfy contractual requirements.

Regional Operations

The Security Services Division has implemented a regional management structure that assigns multiple area offices in a geographic area to a regional vice president or director. The regional management team is responsible for the supervision of area office operations in their region and the

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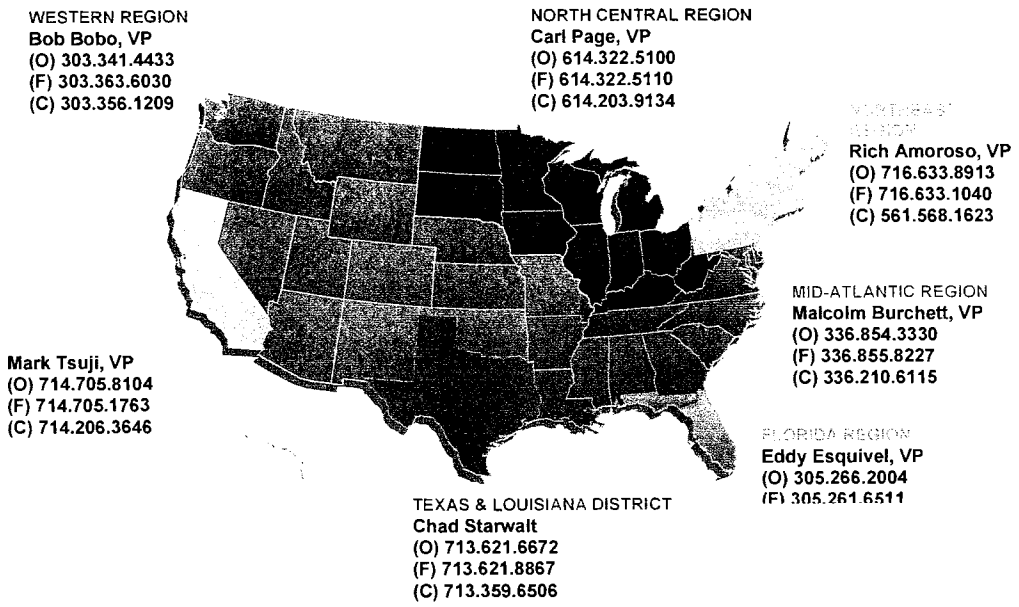
dissemination of corporate policies and procedures throughout all levels of the organization. The graphic below depicts the regional structure:



Area Office Operations

The general manager at each local area office is ultimately responsible for the delivery and management of all security services within his/her geographic boundary. At the local level, the general manager has been authorized to commit the resources necessary to satisfy contract requirements, conduct all required customer interface/inspections, and is expected to maintain the highest standards of quality. Corporate policy dictates that each area office follow standardized procedures in regard to recruitment, screening, hiring, uniforming, quality, payroll, training, and administrative functions.

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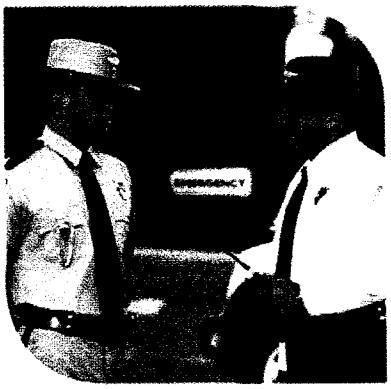

This standardization provides controls that ensure consistent and quality service throughout the organization. In addition, it provides a common focus, strengthens communication, enhances supervision, reduces costs, and fosters interactive relationships between the corporate and regional management teams and the area office. Further, each area office is its own profit and loss center, with each general manager making his/her own operational and financial decisions. This means that key decisions pertaining to the day-to-day operation of the City of Torrance Transit System account (except as they relate to waiver of specific corporate policy) may be made immediately, at the local level. It is incumbent upon each office to maintain appropriate staffing levels that will enable us to provide the highest degree of professional service in the most cost-effective manner.

(3B) - EXPERIENCE & DEMONSTRATED COMPETENCE

G4S Wackenhut has extensive experience in providing a variety of government levels with services. From Federal, State, County and City services, we have developed the expertise to meet any challenge and the expectations of clients who depend on professional security services from a proven provider.

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Of particular pride is our relationship with the Federal government as a Federal Supplier (GSA number provided if needed). As the leading provider of security services to the U.S. Government, G4S Wackenhut secures some of the nations most treasured and vital government sites. Providing proven security solutions to judicial center, libraries, water treatment plants, office buildings, assessment centers, transit systems, dispatch centers, airports, military facilities and locally service for such organizations as ICE and the Border Patrol. G4S Wackenhut currently has over a dozen transit system contracts throughout the United States. The following list of References (pg. 15-17) provides some of the specific experience with transportation contracts around the country.

(4) - SUBCONTRACTOR IDENTIFICATION

G4S Wackenhut will not be using subcontractors for this contract.

(5A) – CLIENT REFERENCES (PERFORMANCE STANDARDS RECORD)

Our record of performance has a proven history, especially in public services including transit systems. Our corporate systems are built around meeting performance compliance metrics of public contracts by providing Custom Protection Officer® and blended security services throughout the United States. The following examples are one indication of continuously meeting performance standards as evidenced by the longevity of these accounts:

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Sacramento Regional Transit Authority – Sacramento, CA

G4S Wackenhut has been providing service to Sacramento Regional Transit **since May 2005**. The primary function has been to support police services and we provide approximately **3,700 weekly hours** (192,400 annually) of service in a variety of support roles. The account utilizes security personnel for train escorts and **armed mobile patrols**. G4S Wackenhut personnel also monitor park-and-rides and parking facilities as well as provide customer care at light rail stations. In addition, G4S Wackenhut staffs and operates a main control room to monitor CCTV and to dispatch Regional Transit police to concerns and incidents.

Regional Transportation District (RTD) – Denver, CO

G4S Wackenhut began its long-term partnership with RTD in January 1986. Our partnership lasted 12 years and in 1998 it came to a temporary end when the services went out to bid and G4S Wackenhut was not the low bidder. However, in January 2002, G4S Wackenhut was re-awarded the business when RTD realized the value of our quality security services. G4S Wackenhut provides RTD with approximately **3,450 weekly hours** (179,400 annually) of armed security services. Our Custom Protection Officers® are responsible for customer service, security, safety and light rail fare inspection for the RTD system; which encompasses light rail lines, park-and-rides, major transit stations, multiple RTD facilities, select bus routes and extensive special events throughout the Denver metro area and boulder. In addition to providing uniformed security services, we staff the state of the art central security control center that provides live feed video surveillance of RTD facilities in addition to central dispatch for RTD security and RTD police agents.

Regional Transportation Commission of Southern Nevada (RTC) – Las Vegas, NV

G4S Wackenhut began its partnership with RTC in **June of 2003** with the South Strip Transfer Station (SSTS) where armed personnel secure an 18 bay transfer facility, 24 hours a day. Approximately **940 weekly hours** (48,880 annually) of service is now provided and services include providing information to the public, deterring crime, monitoring for trespass offenders and maintaining a safe environment for the ridership of RTC. In June of 2004, the MAX line was added to RTC and the MAX vehicle (similar to a train, but operates with out a fixed rail) requires **armed personnel** to ride and monitor for fare evasion as well as provide escort for revenue probing.

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Tri-County Metropolitan Station (Tri-Met) – Portland, OR

TRIMET
See where it takes you.

G4S Wackenhut has been providing security services to Tri-Met since 1998 and we now provide approximately **900 weekly hours** (46,800 annually) of unarmed security services. Responsibilities include foot patrol of buses, platforms, transit centers and light rail, and bike patrols of park-and-rides. Our main responsibility is to provide for the protection of people and property, as well as the prevention, deterrence and detection of criminal activity.

South Florida Regional Transportation Authority (TRI Rail) – South FL

In **November of 1990**, G4S Wackenhut and TRI Rail began a long-term customer alliance. We currently provide approximately **2,850 weekly hours** (148,200 annually) of **armed security services** and our officers are Authorized Agents of the State of Florida. Security services include both kiosk and platform security along with parking facilities throughout 19 train stations. In addition, G4S Wackenhut also provide revenue escort services, revenue collection and fare inspection (which involves checking for tickets and enforcing TRI Rail's fare evasion enforcement policy).

Niagara Frontier Transit Authority (NFTA) – Buffalo, NY

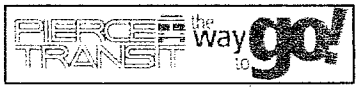
G4S Wackenhut has been servicing the NFTA began **July 1998**. We provide approximately **260 weekly hours** (13,520 annually) of full-time unarmed security services to three of their bus terminals, train yard and office property. Security services include security management of sites, access control and foot patrol.

Milwaukee Transit System (TTS) – Milwaukee, WI

G4S Wackenhut began its relationship with this TTS **in 1993**. We provide approximately **880 weekly hours** (45,760 annually) of unarmed security services, and our officers are certified in Defense and Arrest Tactics (DAT). Security services include patrolling bus routes, bus stops and park-and-ride facilities. We also respond to bus operators' calls for assistance and we ride buses on a regular basis to monitor problem routes. In addition, we provide mobile patrol and have two officers at TTS' headquarters.

Finally, we assist TTS with safety/trend analyses and participate with the local police in conjunction with local schools in crime/personal safety awareness.

Pierce Transit – Tacoma, WA



G4S Wackenhut began its relationship with Pierce Transit in January 2003. G4S Wackenhut provides approximately **460 weekly hours** (23,920 annually) of security services, which includes bike patrol at eight parking facilities; CCTV/Console operations and monitoring; foot patrol; and customer service. Officers are responsible for ensuring the protection of people and property at each parking garage, Pierce Transit's headquarters facility, and the Tacoma Dome station.

Regional Transit Service, Inc. – Rochester, NY

G4S Wackenhut has two separate contracts at this same location. The locations include the main administrative and maintenance facilities for the Regional Transit Service. Services include manning the main access point to the facility and access control as well as patrols. G4S Wackenhut also provides security during removal of cash boxes from the buses. We currently provide approximately **270 weekly hours** (14,040 annually) of service.

C-Tran System – Vancouver, WA

G4S Wackenhut began our relationship with C-Tran **in 1997** and currently provides **230 weekly hours** (11,960 annually) of security service per week in the Vancouver, WA metro area. We are responsible for the protection of life and property as well as the prevention, deterrence and detection of criminal activity. G4S Wackenhut provides foot and vehicle patrol of platforms, transit centers and park-and-ride facilities. We also provides assistance to patrons and coverage of special events.

Lane Transit District (LTD) – Eugene, OR

G4S Wackenhut began providing security services to the Lane Transit District **in 2000**. Our primary responsibility is to provide protection of life and property as well as the prevention, deterrence and detection of criminal activity. We provide both foot and vehicle patrol of LTD's platforms, transit centers, park-and-ride locations and the EMX Bus Rapid Transit system. G4S Wackenhut provides approximately **340 hours per week** (17,680 annually) of security service.

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Amtrak Detroit – Detroit, MI

G4S Wackenhut began providing security services to the Detroit, MI Amtrak location in **September 2006**. We currently provide approximately **140 hours per week** of service per week (7,280 annually) to include services to the central lobby, parking facility and platforms.

(5B) - CLIENT REFERENCES (CONTACT INFORMATION)

Niagara Frontier Transit Authority Buffalo, NY 14203 716-842-3502	*Ben Antonio* *Manager, Metro Rail* *Tel: 716-842-3501*	Since 1999 G4S Wackenhut has been providing approximately **220 weekly hours** of service at 3 NFTA train and bus parking and maintenance facilities. Services are primarily patrols to deter trespass and crime at the facilities. We have 7 officers assigned to this account.
Regional Transportation District (RTD) 1600 Blake Street, Denver, CO 80202	David Genova Assistant General Manager Tel: 303-299-4038	Since 1998 G4S Wackenhut provides RTD with approximately **3,800 weekly hours** of armed security services. Our Custom Protection Officers® are responsible for customer service, security, safety and light rail fare inspection for the RTD System which encompasses light rail lines, park-and-rides, major transit stations, multiple RTD facilities, select bus routes and extensive special events throughout the Denver metro area and Boulder. In addition to providing uniformed security services, we staff the state of the art Central Security Control Center that provides live feed video surveillance of RTD facilities in addition to central dispatch for RTD Security and RTD Police agents. We have 80 officers assigned to this account.
Sacramento Regional Transit *1400 29th Street,* *PO Box2110,* *Sacramento, CA,*	*Lt Mark Sakauye* *Sgt Doug Voska* *Tel: 916-321-2998*	Since 2005 G4S Wackenhut has staffed all stations throughout the Transit system, and patrol Park & Rides, on foot or on bicycles. During the evening periods we man all trains to engender a safe riding experience. The **weekly hours of operations**

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95812		**equals 3300.** The CCTV Control Center is staffed by TWC who monitor 100% of the CCTV system, and are also responsible for drawing the tapes for evidential purposes from buses and trains. We monitor and Cite parking violations at three paid P & R stations. We support Police Services in all aspects of crime prevention and suppression. We have 89 officers assigned to this account.
AMTRAK *Detroit, MI*	*David Kuhn* *Facility Manager* *Tel: 419-244-6639*	Since 2006 G4S Wackenhut has provided security services to Amtrak in Detroit. We currently provides approximately **140 weekly hours** of service per week to include services to the central lobby, parking facility and platforms We have 5 officers assigned to this account.
TriMET *210 NE 1st Avenue* *Portland, OR 97209*	*Shelly Lomax* *Director System Safety & Security* *Tel: 503-962-4982*	Since 1998 G4S Wackenhut has been providing approximately **1000 weekly hours** of service at Transit Security, TriMet System, Portland, OR and metro area. Our security services include protection of life and property; prevention, deterrence and detection of criminal activity, patron assistance, foot, bicycle and vehicle patrol of platforms, transit centers, park and rides and the MAX Light Rail Transit system. We also provide coverage of any special events. We have 30 officers assigned to this account.
C-Tran *P.O. Box 2529* *Vancouver, WA 98668*	*Bob Medcraft* *Field Operations Manager* *Tel: 360-906-7536*	Since 1997 G4S Wackenhut has been providing **228 weekly hours** of service. Our security services include protection of life and property, prevention, deterrence and detection of criminal activity, patron assistance, foot and vehicle patrol of platforms, transit centers, park and rides.

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		We also provide coverage for special events. We have 9 officers assigned to this account.
Lane Transit District *1099 Olive Street* *Eugene, OR 97401*	*Rick Bailor* *Field Operations – Security Administrator* *Tel: 541-501-9386*	Since 2000 G4S Wackenhut has been providing approximately **300 weekly hours** of service. Our security services include protection of life and property, prevention, deterrence and detection of criminal activity, patron assistance, foot and vehicle patrol of platforms, transit centers, park and rides and the EMX Bus Rapid Transit system. We have 9 officers assigned to this account.

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B. PROPOSED STAFFING AND PROJECT ORGANIZATION

Our security officer program provides the right level of officer skills and expertise for your security needs. Through G4S Wackenhut's extensive selection and training, our officers provide the best physical security the industry can offer. Their appearance, attitude and performance provide the professionalism you expect. We've chosen the basic security officer for your situation because your:

G4S Wackenhut Security Solution Benefit

- *Reduced liability costs & mitigated risk*
- *Increased value from your security spend*
- *Peace of Mind for safety and security by transit employees*
- *Increased pride & confidence in the work environment provided to your employees*
- *Enhanced employee productivity, satisfaction & morale*

- ***Security requirements require skilled, competent physical protection***
- ***Premises demand a strong physical security presence & positive public image***
- ***Security officer must show good judgment, make independent, on-the-spot decisions & react appropriately under stressful conditions***

(1) OFFICER QUALIFICATIONS

Our officers are recruited from top of the security officer labor pool. To become a G4S Wackenhut security professional all candidates must meet the following basic qualifications:

- ***At least 18 years of age***
- ***U.S. citizen, or a legal alien possessing appropriate work permit or visa***
- ***Fluent, both orally and in writing, in English and/or a language appropriate to the assignment, at a high school level and be clearly understandable via radio communication transmissions***
- ***Possess a high school diploma or equivalent***

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- *Good health, emotionally stable, mentally alert and able to perform job responsibilities*
- *Possess a valid driver's license (if motorized patrols are required)*
- *Trained and licensed (where applicable) in accordance with state requirements*
- *Able to successfully complete a written, validated examination indicative of their ability to understand and perform the assigned duties*
- *Possess a work and character background that indicates dependability, reliability, and the ability to work harmoniously with others*
- *If served in a branch of the military service: Honorably discharged*
- *Must not have been terminated from any previous employment for other than honorable circumstances, unless documented extenuating circumstances can be demonstrated*
- *Provide a contact telephone number, have access to reliable transportation, and be available in the event of an emergency*
- *Possess the capacity to acquire a good working knowledge of all aspects of the job*
- *Able to operate under stressful situations*

(2) COMPREHENSIVE BACKGROUND CHECKS

Comprehensive background investigations are conducted for all candidates who must successfully pass the following:

- *Employment/Education Verification (7 years)*
- *Identity Verification*
- *Criminal Records Check (7 years)*
- *I-9 verification*
- *Drug Screen (10-panel)*
- *Driver's License Check*
- *Military service (DD214) – if applicable*
- *Credit History Check*

Only 1 out of 4 candidates successfully pass our screening and are hired

(3) MEETING TORRANCE TRANSIT TRAINING AND BACKGROUND REQUIRMENTS

Upon successful completion of the background investigations, officers receive training developed by the G4S North America Training Institute—recently named one of The American Society for Training

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& Development (ASTD) top business training organizations. G4S Wackenhut is the **ONLY** security services company to win this prestigious award. In addition, our officers will all be trained in CPR/First Aide as required by TTS, be 21 years of age, have at minimum 1,000 hours of security service experience and have a valid Class C Drivers License including a DMV H-6 Printout to be provided to TTS before the start of duty for the City of Torrance.

The G4S North America Training Institute is ISO 9001:2008 registered.

Our required training is the best in the security officer industry. It includes the following:

- *Pre-assignment: 16 hours*
- *On-the-Job Training (OJT): 8 hours*
- *CPR-First Aide: 8 hours*
- *Self-Study on Post: 16 hours*
- *Annual In-Service Training: 8 hours*

All hours meet state requirements and can be increased per client requirements

Continuing Education and Training – Utilizing our own G4S Wackenhut Training Institute that is ISO 9001-2008 certified, we will employ a number of existing programs that provide for learning and advancement through web based or in-house self-study programs to further train all personnel. City of Torrance Transit System will be invited to participate in the identification of and implementation of relevant courses that will benefit the delivery of service through a methodology of continuous improvement. For more information about our best-in-class training classes and methodology, please see Appendix D of our proposal.

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(4) PROFESSIONAL APPEARANCE

All officers receive a full uniform at no cost to the employee. Replacements are provided as needed due to normal wear-and-tear or damage caused during work. Our standard uniform looks as follows, although G4S Wackenhut appreciates the uniform standards established by TTS and will abide by any requirements they seek.

Item	Quantity
Stetson Hat	1
Whistle, Chain & Holder	1 each
Badge & Hat Eagle	1 each
Long / Short Sleeve Shirt	5
Tie	2
Belt	1
Inner & Outer Belt Keepers	1 each
Handcuffs & Case	1
Baton Ring	1
Pants	3 pair
Foul Weather Gear	as needed

(5) CUSTOMER WEB PORTAL AND KEY PERFORMANCE INDICATORS

G4S Wackenhut's security solution provides a customized secure web portal for all your security data. Information is real-time and is consolidated into this single online resource.

Access levels ensure only your designated representatives view the data appropriate to their role. Your specific account and operational information are accessible 24/7, including Key Performance Indicators and selected financial data.

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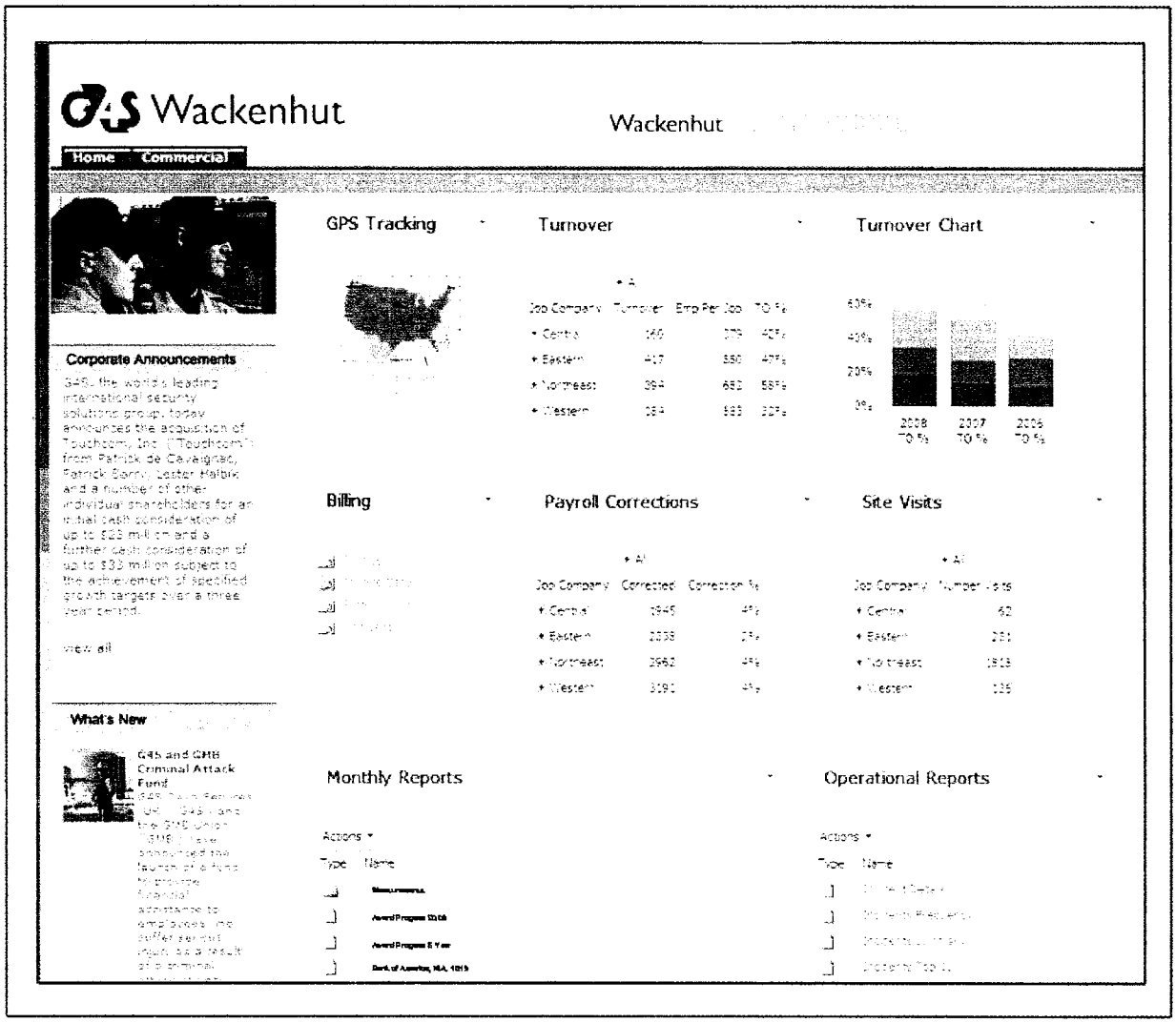
Financial	Operations	Account Specifics	Training
■ Security spend ■ Budget & actual ■ Contract & event billing ■ Overtime billing	■ Incident tracking ■ Post orders & inspections ■ Employee turnover ■ Site inspections ■ OSHA statistics	■ Key contacts' lists ■ Notification protocols ■ Emergency procedures	■ Training curriculum ■ Completion status ■ Test scores ■ Licensing status



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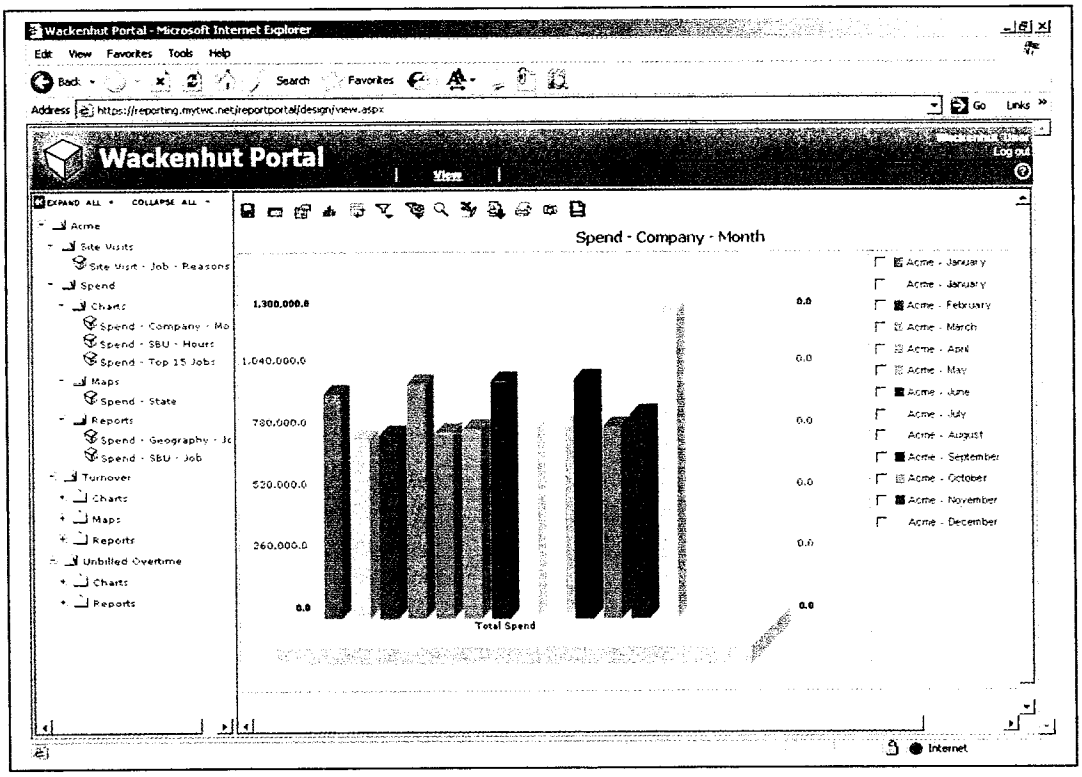
Key Performance Indicators (KPIs) are provided automatically via the G4S Wackenhut web portal as part of our security solution. Account-specific performance metrics are available in real-time from web reports that can be downloaded for your use. G4S Wackenhut's KPIs provide you with more insight into performance that is data driven and provides you with greater visibility into your security spend.



(6) – STAFFING CAPABILITY

G4S is capable of providing not only the regular staffing for this contract, but has the experience and resources to meet any scheduled or unscheduled security service demand by the City of Torrance Transit System. Nationally, we have met and exceeded expectations at numerous similar transport systems. In addition, we have assembled emergency service personnel for disasters such as airports following 9/11/2001 and Hurricane Katrina in New Orleans.

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Locally, we have four contiguous offices in the Southern California area that support one another for startup contracts, planned events and unexpected emergencies. Our Los Angeles, San Fernando Valley, and Riverside offices support the Orange County office as needed and conversely, we have provided added personnel and resources during their times of need. These local offices staff a number of regional support personnel that are part of the overall services management for all accounts in Southern California. These include the Regional Vice President, Regional Administrative Manager, and Regional Trainer. All resources will be brought to bear in the implementation of this contract should G4S Wackenhut be chosen as the provider of security services to the City of Torrance Transit System.

The assigned Project Manager for the TTS security contract, would be G4S Wackenhut, General Manager Jorge Villaverde. The security officers and supervisors at TTS are also supported by 24 hour field supervision and a local office support staff. More information about the local office structure and personnel can be found in section 7, Project and Staffing Chart. The following chart also demonstrates our local strength of staffing within two hours of this office:

OFFICE	NUMBER OF OFFICERS	NUMBER OF FIELD TRAINING OFFICERS & SUPERVISORS
LOS ANGELES/SAN FERNANDO	319	34
ORANGE COUNTY	373	29
INLAND EMPIRE	454	28
SAN DIEGO	244	22
TOTALS	1390	113

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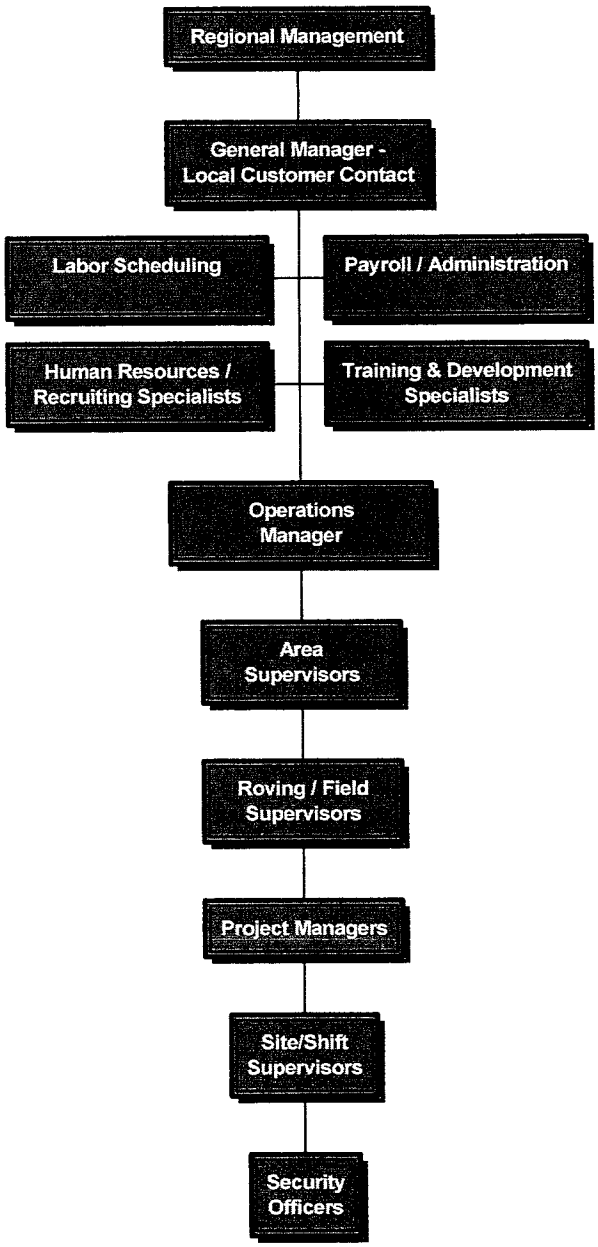
Note: Variance in supervision ratios is caused by difference in the scope of work for contracts

(7) – PROJECT AND STAFFING CHART

Orange County/South Bay Office Operations

The general manager at the local area office is ultimately responsible for the delivery and management of all security services within his/her geographic boundary. At the local level, the general manager has been authorized to commit the resources necessary to satisfy contract requirements, conduct all required customer interface/inspections, and is expected to maintain the highest standards of quality. Corporate policy dictates that each area office follow standardized procedures in regard to recruitment, screening, hiring, uniforming, quality, payroll, training, and administrative functions.



This standardization provides controls that ensure consistent and quality service throughout the organization. In addition, it provides a common focus, strengthens communication, enhances supervision, reduces costs, and fosters interactive relationships between the corporate and regional management teams and the area office. Further,

the area office is its own profit and loss center, with the general manager making his/her own operational and financial decisions. This means that key decisions pertaining to the day-to-day operation of the City of Torrance Transit System account (except as they relate to waiver of specific corporate policy) may be made immediately, at the local level. It is incumbent upon the office to maintain appropriate staffing levels that will enable us to provide the highest degree of professional service in the most cost-effective manner.

A simplified organizational structure of the area office is reflected in the accompanying chart. As shown, experienced supervisory and administrative personnel support the general manager in the day-to-day operations of the account. This support includes, but is not limited to, the following:

- Client relations
- Recruitment
- Background screening
- Classroom training
- On-the-Job training
- Continuing education
- Supervision
- Inspections
- Physical security surveys
- Review/Write post orders
- Uniforming
- Equipment procurement

Local Area Office for TTS

Due to the nature of our business, G4S Wackenhut's success is grounded in local involvement. From the start, our office site has been carefully selected to allow us to better serve our customers and enhance our recruitment efforts.

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Our Orange County/South Bay office is vigilant in its ability to respond to our customers' needs. Therefore, it is equipped to operate 24 hours a day, seven days a week. All managers, supervisors, and selected security officers are assigned mobile communication devices. Regardless of whether contact is made with the local office during business hours or the National Call Center (presented later in the proposal) after hours, this system allows our key personnel to instantly communicate with each other, and appropriate emergency personnel (i.e., police, fire, and emergency rescue service) as necessary.

The Orange County/South Bay office will provide first-level support to City of Torrance Transit System. The geographic compatibility of this office to the TTS facilities allows us to properly supervise your account, gives us knowledge of the local labor market, and gives us direct access to any additional resources that may be needed at your facility during short-notice or emergency situations. Our area office is fully licensed to conduct business in the State of California.

Local Supervision (Field Training Officers)

G4S Wackenhut's local area supervisors set the standard for customer support as thoroughly trained and experienced security leaders. They regularly monitor, evaluate and support our security officers so that each may provide what it takes to deliver complete customer satisfaction. Area supervisors are responsible for:

- Making frequent announced and unannounced post inspections, inclusive of late evenings, weekends and holidays, to ensure that our officers are in total compliance with post orders and employee standards of conduct (alert, courteous, neat, etc.).

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- Taking immediate corrective action with any of our officers, if necessary.
- Reviewing the security program on a continual basis, and assisting in training and selecting personnel, employee evaluations and recommendations for employee promotions and incentive awards.
- Contacting the TTS representative often and assisting with special requests and problems, emergencies, extra staffing requirements, etc.
- Conducting integrity audits of G4S Wackenhut personnel and their effectiveness on the job and ensuring that TTS management is informed of progress and improvements when appropriate.
- Ensuring that all personnel are properly trained and such training is documented in the personnel files at the local G4S Wackenhut area office.
- Maintaining schedules and 24-hour efficiency.
- Handling special emergencies that may arise.

G4S Wackenhut carefully selects and thoroughly trains supervisors who will inspire an *esprit de corps* in their staff, and who reflect the competency and integrity of G4S Wackenhut's security program.

Emergency Staffing

Each G4S Wackenhut area office maintains a local, flexible, operational security force of trained

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personnel that are available for assignment at various customer facilities to handle short notice, cyclical, or emergency staffing situations. Members of the "Flex Force" are also cross-trained for cross-utilization. As we tap this pool of manpower, we carefully select, process and train new members to maintain acceptable levels. G4S Wackenhut's Flex Force consists of both full and part-time Special Response Officers (SRO). A SRO is a qualified and certified Officer who is not permanently assigned to a specific site at a set schedule. SROs are "on call" Officers who fill any or all of the listed needs of G4S Wackenhut including:

- Scheduled coverage in advance of open shifts.
- Covering shifts in the event of emergencies or Officer call-offs at a site.
- Extra Security Officer coverage as requested by the client.
- Temporary replacement in the event of a Security Officer resignation, suspension, or termination.
- Assist with emergency service needs at client facilities that require personnel who possess a higher level of training, experience, equipment, etc.

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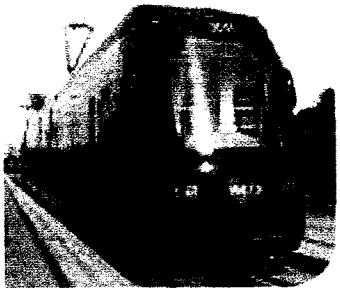

C. RESUMES

LOCAL MANAGEMENT BIOGRAPHIES

G4S Wackenhut's best-in-class status is due in large part to the skill and professionalism of our management and supervision. The following personnel are immediately responsible for delivering our promised security service to the City of Torrance Transit System.

Regional Vice President

California & Pacific Region

MARK TSUJI

Responsibilities

- Provides overall guidance & management for the operations of all area offices within their specific region
- Responsible for developing new markets, implementing company strategy, & maintaining operational excellence
- Responsible for coordination of regional resources to assist in startup & operations for complex accounts & emergency or disaster response services

Experience

- Joined G4S Wackenhut in 1992
- 15 years of successful experience in management, training, sales, investigations & marketing within the security field

Associations & Certifications

- ASIS, BOMA, Law Enforcement & Private Security (LEAPS), National Association of Chief of Police

Sits on the advisory board for Cal-State Fullerton, Board of Directors, California Association of Licensed Security Agencies, Guards and Associates (CALSAGA)

Education

- B.S. Degree in Business, Minor in Psychology of Marketing, San Diego State University

General Manager

Orange County/South Bay Area Office

JORGE VILLAVERDE

Responsibilities

- Provides direct supervision, guidance, & support to all of their office personnel to assure continued delivery of quality security services to all customers within their geographic area
- Overall responsibility for ongoing business development & growth for their area office
- Responsible for maintaining an active, strong partnership with all current clients

Experience

- Joined G4S Wackenhut in 1992 and has held numerous positions
- Former Police Officer for the Ventura County Sheriff's Department
- Former Police Sergeant and SWAT team member in the U.S. Army.

Associations & Certifications

- ASIS, LEAPS, BOMA, CAI

Operations Manager

Orange County/South Bay Area Office

ROBERT AULL

Responsibilities

- Assists General Manager in the operations of their area office to include quality assurance and contract compliance for current customers.
- Coordinates recruiting, training and assignment of newly hired security officers that will meet the stringent G4S Wackenhut requirements
- Ensures that contract-required training and screening for security officers are met providing customers reduced risk of turnover at sites.
- Responsible for the staffing, scheduling and discipline of security officers and supervision of payroll and billing for invoicing and payroll accuracy

Experience

- Experience in Customer Service Management, McDonnell Douglas (20 years)
- Former Law Enforcement with Brachville, NJ Police Department (11 years)

Education

- B.A. degree in Business Administration, National University

Regional Administration Manager

Orange County/South Bay Area

CAMILLE BANGAYAN

Responsibilities

- Supports the entire region on transitioning new startups as needed, training the branches within the region on HRMS and Financial system, human resources, and daily administration functions
- Responsible for keeping all offices up to date on current topics, from financials to human resources, and provides guidance with a variety of tasks and activities conducted primarily within a specific region of field locations, to include acting as a liaison for offices with various G4S Wackenhut departments and/or divisions in matters Including operational, administrative, policy and/or procedures

Experience

- Joined G4S Wackenhut in February 2003 and has held numerous positions

Associations & Certifications

- Society for Human Resources Management (SHRM)
- California Chamber of Commerce

Education

Certificate in Professional Human Resources Management through Chapman University

Regional Training Manager

Orange County/South Bay Area

ROD NATALE

Responsibilities

- Responsible for project management including planning, organizing coordinating, and implementing training and education programs and procedures throughout the region
- Manages all professional training and education of line personnel and supervision
- Develop and produce policies, procedures and training
- Extensive experience in educational development for managers

Experience

- Joined G4S Wackenhut in February 2008
- Buena Park Police Dept. 1979 – 2005 (Retired Captian)

Associations & Certifications

- State of California, Life Time Teaching Credential
- Board of Trustees – West Anaheim Medical Center
- California Commission on Peace Officer Standards and Training, Management and Supervisory Certificates
- Board of Directors – Taser International – Professional Security Providers

Education

Bachelor of Science Degree in Business Management, University of Phoenix - August 1997

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D. WORK PLAN

(1) – SCOPE OF WORK OBJECTIVES

G4S Wackenhut understands that TTS is a unique security contract and our intent is to provide security services on a sole source basis without any subcontracting. Our experience with other transit clients and work in transit environments makes us the best choice to support City of Torrance Transit System going forward.

Our goal is to hire or retain the best qualified individuals and provide them with quality training programs, recognition and career advancement programs that instill professional pride and continually improve skills and performance. For G4S Wackenhut, hiring the best-qualified individuals begins with recruiting. Our success in finding the right individuals for the job is a testament to our long-standing reputation as a quality employer. Upon hiring or retaining the best possible team of security officers, our objectives at TTS will be to:

- Provide random roving patrols of the entire TTS service area using marked vehicles.
- Provide a consistent patrol presence at the Del Amo Fashion Center.
- Provide for the security of employees and visitors and their personal property and the protection within the TTS locale.
- Provide for the deterrence and detection of criminal behavior with a high visibility uniformed presence at critical TTS locations
- Provide for positive, professional relations with local law enforcement agencies.

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- Provide strong community relations.
- Provide incident data collection and analysis.
- Deal effectively with disorderly persons, the intoxicated, mentally ill, sick and homeless persons whether juvenile or adult.
- Have every person associated with the TTS feel safe and secure.
- Provide undercover work for TTS buses as indicated by TTS.
- Provide a user-friendly security program that builds community trust, respect and confidence.
- Develop and maintain a security culture where the perception of personal safety squares with reality.
- Provide a clean and safe environment free of any annoyance and fear for all employees and visitors.
- Eliminate tagging, etching and other vandalism.
- Protect people, parking lots, transit centers and bus yards so that they are safe and free from crime and fear.
- Provide public assistance and TTS facility information that is allowable information.
- Provide sound public relations for our client.

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- Provide appropriate assistance to elderly, mobility impaired, hearing impaired and sight impaired visitors

- Build cooperative relationships with all TTS management, supervisors, administrative and operations personnel.

Our security personnel also understand their role as **public ambassadors** who provide various types of customer service to assist visitors and employees, all the while providing a visible security presence. The main function of the security force is to observe, engage and report. Personnel have citation authority and powers of arrest, but all training and supervision will stress customer service, protection of life & safety and alternative methods for de-escalation in the use of force.

The overall approach to the project will be to pay strict attention to the City of Torrance Transit System representative in assessing the needs of the facility and its employees and providing the necessary resources to adapt to needs as they change.

(2A) – ENHANCEMENT OF EXISTING SECURITY PROCEDURES USING TECHNOLOGY

G4S Wackenhut can also provide mobile PDA devices to officers for TTS which are used to electronically track check-in/check-out protocol, incident reports and notifications, GPS tracking of officer position within a Google map Geo-Fence of TTS facilities, Patrol Guard Tour tracking, Communications Device (Cell and Radio) and Parking Enforcement. Authorized TTS personnel can monitor these features in a Customer Web Portal giving a Command Center interface view of your security program from your work computer. Additional information on how we can automate many of the current TTS processes for increased security efficiency see the following section (2B) titled "Securetrax"

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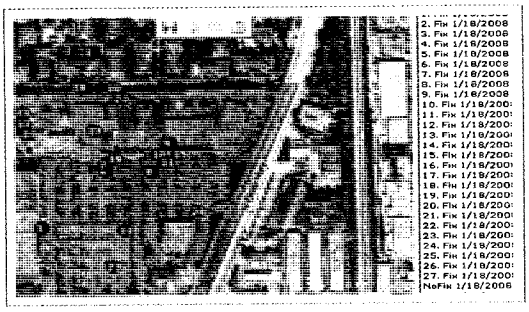
(2B) - SECURE TRAX

Secure Trax™ is a handheld device and custom-built software that provides real-time communication, reporting and accountability. In addition to replacing a cell phone, two way radio and guard tour system **Secure Trax™** provides:

- GPS Tracking – Geo Fence
- Incident Notification
- Traffic & Parking Enforcement
- Random Verification
- Guard Tour
- Command Center System
- Post Compliance
- Duress Alarm
- Safety Inspections

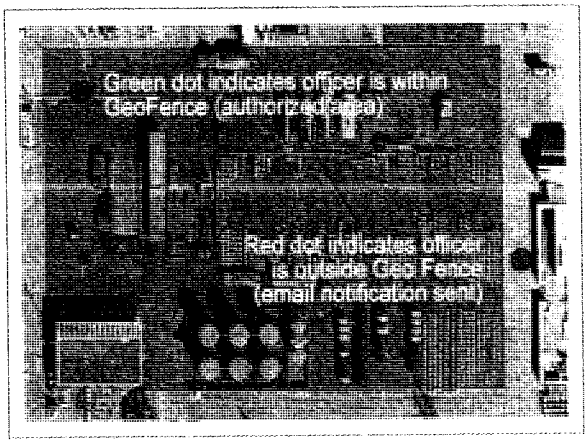
GPS TRACKING – GEO FENCE



Secure Trax™ provides precise locations from satellite GPS "fixes" showing officer locations in real-time (based on last confirmed plot), as well as a complete movement history of the unit.

A "geo-fence" is a virtual fence established around the property that the officer is required to patrol.

Immediate alerts are sent automatically to G4S Wackenhut supervisors if the security officer has gone outside the defined perimeter.



INCIDENT NOTIFICATION

From the **Secure Trax™** handheld device, officers can

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quickly complete an incident report and instantly transmit it to the appropriate individuals, whether it's a critical security incident or building maintenance issue.

Recipients are notified based on your protocol, this means not all incident reports are sent to all individuals. Incident notifications are tracked within our incident tracking program and provide online reporting for analysis and trending.

TRAFFIC AND PARKING ENFORCEMENT

An electronic ticket can be generated for any traffic or parking violation that a security officer observes. Based on the customers' policies, a fine or warning can be issued. All information is maintained in a central system for reporting purposes. Images can be added to any ticket or warning.

COMMAND CENTER SYSTEM

The Command Center System allows all activities performed by security officers at customer facilities be monitored and managed in real-time from a central location. With advanced two-way communication capabilities, mass notification and patrol dispatches can be systematically generated. Operational alerts are sent electronically to the command center system allowing security personnel to efficiently manage all incidents as directed by the post orders.

COMMUNICATIONS

Secure Trax™ enables multiple ways of communicating, each with the ability to restrict access to the appropriate personnel:

- *Cell phone*

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- *Push to talk*
- *Email*
- *Text messaging*

GUARD TOUR

Guard tours are standard with **Secure Trax™**.

- *Exterior guard tours via GPS tracking*
- *Interior tours track Radio barcode tags inside buildings placed at client designated locations*
- *Tour compliance documented, missed activities send an immediate alert to G4S Wackenhut supervision*
- *Incidents on tour can be recorded with real-time notification as needed*
- *No downloads required, tour activity instantly available without*
- *All tour related data available to clients via secure website*

POST COMPLIANCE

Automated officer check-in/check-out is part of the **Secure Trax™** package.

- *Check-in and check-out with real-time open post alerts*
- *Automatic notification sent to G4S Wackenhut supervision to immediately verify posts are staffed*
- *Our 24/7 Communications Center automatically notified of tardy check-ins, tracks post coverage*

DURESS ALERT

Officers can depress a silent button and notifications indicating a distress situation are instantly sent via email and/or text message to our supervision and 24/7 Communications Center.

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SAFETY INSPECTIONS

Safety inspections can be documented in **Secure Trax™** with any safety violations transmitted in real time to G4S Wackenhut supervision and the appropriate client representatives. Inspections are logged and viewable via a secure website.

(3) - OPERATIONAL REPORTING

Personnel assigned to City of Torrance Transit System will use at least the following standard reports:

- Security Officer Report: Each officer completes this form daily to record his activities, including routine post orders, and submits it to his supervisor at the end of his shift. Reports are available for review upon request to the local area office or supervisor.
- Incident Report: Unusual incidents are recorded on this report, making the officer's supervisor aware of such incidents, and to discuss and take appropriate action as necessary. A copy of each Incident Report is provided to the designated City of Torrance Transit System representative, the supervisor, and the local area office.
- Facility Inspection Report: Used by off-site (area/roving) supervisors for facility inspections to ensure that proper security procedures are in place and being carried out. Reports are available for review upon request to the area office or supervisor.
- Sign-In Register: Used by the officers to record shift start and stop times, which is used to substantiate payroll and billing. A copy of the Sign-In Register is provided to the designated City of Torrance Transit System representative.
- Client Contact Form: Used by the area supervisor to record time and date of contact with the TTS representative, topics of discussion, and follow-up action. The general manager must review and

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sign all such reports. A copy of the Client Contact Form is provided to the designated City of Torrance Transit System representative.

As with all of our internal and contract assignments, G4S understands and has developed processes that will establish and maintain City of Torrance Transit System's data collected or generated while performing the services. This is especially important when providing crime reports that must conform to the regional ARJIS record keeping system. We full expect and will design our management of this contract to fulfill our obligation for all services proposed within this document.

(4) – TRANSITION SCHEDULE (PRE & POST COMMENCEMENT)

G4S Wackenhut has extensive experience in assuming contractual security responsibility from other security organizations, as well as in-house company forces, with a minimal amount of impact upon client operations and affected personnel.

Changing contract security firms, or outsourcing for the first time, can be filled with uncertainties, distractions and disruptions. That's why we've developed a Transition Program incorporating G4S Wackenhut's best practices. Our detailed transition plan and startup team will make your transition smooth, transparent and worry-free.

Our typical transition begins four weeks before service start. However, should you need it we can start service earlier. The following is a high-level overview of our plan:

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TASK	WEEKS BEFORE START July 1 4	July 8 3	July 15 2	July 22 1	SERVICE STARTS
Contract award					
Meeting of start-up team					
Start-up team meets with client					
Recruit new and/or incumbent personnel					
Interview personnel					
Conduct background investigations					
Offers of employment					
Conduct surveys					
Review/Write post orders					
Order uniforms/equipment					
Train supervisors (as necessary)					
Create contract masters					
Issue uniforms/equipment					
Classroom training					
Create master schedules/assign personnel					
Place equipment/forms on posts					
On-the-job training					
Contract commences					
Contract compliance/quality control					

G4S Wackenhut is sensitive to the concern of City of Torrance Transit System management in considering the impact upon your operations in a transition of security services. We have established a transition plan based on a typical four-week conversion period, although some facilities may be transitioned sooner. The following tasks and activities are part of a typical four-week transition plan and can begin immediately upon contract award:

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Week 1:

- Start-Up Team

The start-up team designed for the transition of services at TTS's facility will meet with TTS's representatives to discuss transition details, philosophy and approach. This team will consist of operations, human resources and training specialists. Each member of the team has extensive start-up experience and will develop a checklist for their area of expertise based on the information received from TTS.

The G4S Wackenhut Start-up Team will include:

-General Manager, Jorge Villaverde

-Operations Manager, Robert Aull

-Human Resources/Payroll/Recruiter, Jessica Putzeys

-Training Manager, Corbin Young

-Regional Training Manager, Rod Natale

-Manager Business Development, Brandon Joffe

- Recruit Existing Personnel – Operations Manager & HR Manager

If City of Torrance Transit System representatives so desire, every effort will be made to retain qualified incumbent personnel and to solicit their employment with G4S Wackenhut. We recommend that upon announcement of the award of the contract to G4S Wackenhut, an additional announcement be made that G4S Wackenhut representatives will be available before and after each shift change to meet with current employees. At this time, G4S Wackenhut representatives will meet informally with the incumbent security force members and present a brief synopsis of G4S Wackenhut. They will also distribute literature and employment application packages, which

employees can take home and view with family members and return. In addition, they will meet informally with incumbent employees to allay fears associated with a transition. This meeting would be the first of many such opportunities to address the incumbent work force.

- Recruit New Personnel – HR Manager

  A recruitment effort will be initiated as necessary to fill any remaining positions. Sources include, but are not limited to the use of G4S Wackenhut's on-line recruitment center, employment action logs, applicant files, employment services, current employees, as well as friends and relatives. Our recruiting for the TTS account will focus on individuals with relevant experience.

Week 2:

- Interview/Select Personnel – HR Manager, Operations Manager, Project Manager

  The human resources specialists or operations specialists will interview all personnel and ask each employee to elaborate on information contained in the application and related documents, including the background investigation consent forms. The interviewers will ensure all questions are answered completely, all documents are signed where required, witness signatures where required, and collect, copy and return documents, i.e., licenses, I-9 documentation, DD 214, etc.

G4S Wackenhut is an Equal Opportunity Employer pledged not to discriminate in employment on the basis of race, religion, color, sex, age, national origin, disability, veteran status, ancestry, medical condition, marital status or other factors protected by applicable law.

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- Conduct Background Investigations – HR Manager

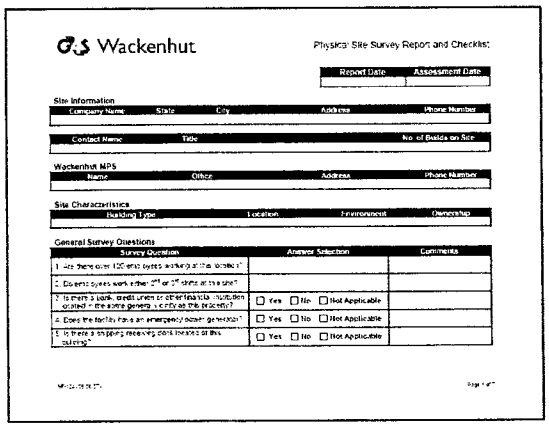
  Human resources specialists will ensure all required releases for investigations of prior employment, driving record and criminal history have been signed and witnessed before initiation of any inquiries. Prior employers, DMV, personal references, police record sources, etc. will be contacted to verify information given in the application or if necessary to determine employment eligibility. **Department of Justice Criminal Background** check will also be performed as well as the required credit reports and any other local checks through law enforcement.

- Offers of Employment – HR Manager

  The human resources specialists will ensure offers of employment are made to only those individuals who meet the qualifications required by both City of Torrance Transit System and G4S Wackenhut. These individuals will have successfully passed all steps of the employment process, including the background investigation, and will be eligible for continuation in the processing phase.

- Conduct Surveys - Operations Manager & Regional Trainer

  The operations specialists will conduct a physical security survey of TTS's facility, buildings, grounds, remote locations, etc., covered by the contract. The survey is designed to identify any potential security deficiencies of the system to be secured and to make specific recommendations on how they should be corrected. The survey will contain information about the system and surrounding areas; the type, number and construction of any buildings, parking areas and other physical structures. It will also include the current security measures, including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Physical Site Survey Report and Checklist

Report Date	Assessment Date

Site Information

Company Name	State	City	Address	Phone Number

Contact Name	Title	No. of Bldgs on Site

Wackenhut MPs

Name	Office	Address	Phone Number

Site Characteristics

Building Type	Location	Environment	Ownership

General Survey Questions

Survey Question	Answer Selection	Comments
1. Are there over 100 employees working at this facility?		
2. Do employees work either 2nd or 3rd shifts at this site?		
3. Is there a bank, credit union or other financial institution located in the same general vicinity as this facility?	☐ Yes ☐ No ☐ Not Applicable	
4. Does the facility have an emergency power generator?	☐ Yes ☐ No ☐ Not Applicable	
5. Is there a shipping/receiving dock located at this facility?	☐ Yes ☐ No ☐ Not Applicable	

physical security coverage, lighting, fencing, access control, key control, post orders, etc. In addition, it will provide specific recommendations for improving the security program, i.e., reduction/increase in hours of coverage, manpower, lighting, access measures, etc.

- Review/Write Post Orders – Operations Manager & Regional Trainer

  The operations specialists will design post orders (general, specific and emergency orders) for each post based on the TTS's security plan. The post orders will be distributed to appropriate security personnel to instruct them in the proper activities to be conducted at the particular post where assigned. The supervisors, training officers or other individuals in a training role will use the post orders while conducting on-the-job training. Post order books will be maintained at each post and updated as new/changed procedures are introduced.

  Additionally, a checklist of post activities will be developed for the post orders and used by the supervisor or other G4S Wackenhut representative conducting post inspections to test the knowledge and skills of the assigned personnel.

Week 3:

- Order Uniforms/Equipment – Operations Manager

  G4S Wackenhut has a computerized, on-line order entry system for the purpose of expediting accurate uniform, equipment and supply orders direct from the G4S Wackenhut warehouse and pre-approved vendors. This system reduces the cost of items due to our sole source buying and pre-approved item selection and packaging. Supplies, uniforms and equipment are shipped on request and available within necessary timeframes. The operations specialists will be responsible for

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ordering uniforms, equipment and supplies. Uniforms will be ordered and issued with adequate time for alterations.

- Train Supervisors – Operations Manager, Project Manager, Captains

During the interview phase of the recruitment process, human resources and/or operations specialists will interview personnel, both incumbents and prospective employees, with the desired experience, skills and leadership qualities for supervisory positions at the TTS account.

Once identified, these individuals will participate in the Supervisory Training Program that will be designed for the TTS account and conducted by G4S Wackenhut's training specialists in collaboration with the TTS. Supervisory training will include the subject areas of motivation and success, interpersonal communication, conflict management, team building, instruction techniques, time organization and management, achieving quality, and structured and unstructured communication.

Week 4:

- Create Master Schedules – Payroll Manager

An *Installation Schedule* will be completed for posts at the TTS account covering post hours, number of personnel at each post, etc. The schedule serves as a worksheet for entering information into the

computerized scheduling system. The system includes the information contained in the *Contract Master* related to pay and billing information. The installation schedule will be prepared as far in advance as practical so that employees will be aware of their work schedule and days off.

- Issue Uniforms/Equipment – HR Manager

  As uniforms and equipment are issued, accountability is recorded on the G4S Wackenhut individual *Uniform and Accessories Record*, which includes number of issue, item, date of issue, employee's signature and initials, and witness signature. We will use this form to document any returned, reissued or, as required, any newly issued item.

  All security personnel will be trained in the proper wear and care of the uniform during the recruitment/hiring/training process. Additionally, equipment/supplies to be assigned to the post will be prepared for distribution and distributed as soon as possible.

- Classroom Training – Training Manager

  The training specialists will implement the training program and plan as designed by the G4S Wackenhut Training Institute. The training material will be consistent with the knowledge, skills and abilities necessary to perform their general responsibilities.

  G4S Wackenhut Training Institute uses lesson plans in a variety of subjects and languages as well as self-study student workbooks utilized worldwide. If the subject area of interest to TTS is not currently part of our library, G4S Wackenhut can research and design a program for incorporation into our training plan.

- Assign Personnel to Schedules – Operations Manager

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In every case possible, employees will be assigned to schedules that are suited to their personal background, personality, appearance, and desires, thereby contributing to a higher level of personal performance through motivation. Personnel shall not be permitted to exchange scheduled shifts or days off without first obtaining approval from the proper supervisory authority.

- Place Equipment/Forms on Post – Operations Managers

  Equipment, forms and supplies to be assigned to a specific post will be identified, tagged, sorted and assigned to the first individual assigned to the post on the day of contract commencement. That individual will transport the equipment, forms and supplies to the post, use as post orders dictate, and pass them on to the relieving personnel. Should the post be unmanned for a shift, the equipment will be secured.

Week 1 – Contract Period:

- On-The-Job Training – Field Supervisors, Training Manager, Regional Training Manager

  After employment and post assignment, on-the-job training will be conducted with all newly assigned employees and for all those incumbent personnel changing post responsibilities. This on-the-job training will be conducted by the training specialists, our training officers, supervisors or incumbent security force members familiar with the post and its responsibilities.

G4S Wackenhut will provide TTS officers on-the-job training as required and developed in collaboration with the TTS. Our Wackenhut Training Institute has a wide variety of courses and will develop customer programs as needed to meet the specific needs of the TTS. Refer to the Appendix H for samples of some of our recommended courses.

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- Contract Commences

  In addition to manning each post, G4S Wackenhut management will be present for contract commencement to ensure a smooth transition and handle any contingencies that may arise.

Operational Reporting

Personnel assigned to TTS will use at least the following standard reports:

- Security Officer Report: Each officer completes this form daily to record his activities, including routine post orders, and submits it to his supervisor at the end of his shift. Reports are available for review upon request to the local area office or supervisor.
- Incident Report: Unusual incidents are recorded on this report, making the officer's supervisor aware of such incidents, and to discuss and take appropriate action as necessary. A copy of each Incident Report is provided to the designated TTS representative, the supervisor, and the local area office.
- Facility Inspection Report: Used by off-site (area/roving) supervisors for facility inspections to ensure that proper security procedures are in place and being carried out. Reports are available for review upon request to the area office or supervisor.
- Sign-In Register: Used by the officers to record shift start and stop times, which is used to substantiate payroll and billing. A copy of the Sign-In Register is provided to the designated TTS representative.
- Client Contact Form: Used by the area supervisor to record time and date of contact with the TTS representative, topics of discussion, and follow-up action. The general manager must review and

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sign all such reports. A copy of the Client Contact Form is provided to the designated TTS representative.

(5) – QUALITY CONTROL

Total quality is our mission. It permeates every operation and every process. The ever increasing demands and expectations placed upon us by our internal and external customers prompted us to evaluate and, in certain cases, re-engineer our operational systems, policies and procedures. As you get to know us it becomes ever more apparent that at G4S Wackenhut::

- We start planning during the bidding process
- We begin implementing immediately after contract award
- We develop an operating plan and post orders
- We select and train our employees
- We implement the operating plan
- We monitor and refine operations regularly
- We ask for customer feedback

ISO 9001:2008 CERTIFICATION

ISO registration provides an objective third-party quality assurance of our policies, procedures, and operations, with ISO registration achieved in these key organizational areas:

- *Human Resources & G4S North America Training Institute*
- *Strategic Accounts Group*
- *International Accounts Division (IAD)*

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SIX SIGMA

G4S Wackenhut has extensive experience supporting clients working within Six Sigma programs, with our Strategic Accounts Group management holding Green Belt certifications.

PERFORMANCE REPORTING

We provide clear performance information in a timely manner to assure your service quality, contract compliance, and continual improvement, as seen in:

Item	Description
On-Line Reporting: Customized Web Portal	■ Quality & service data available on-line in customized, secure web portal ■ Data updated real time, consolidated into single interface ■ System security restricts access to authorized users only
Incident Tracking & Reporting	■ Comprehensive data in secured Internet connection at no cost ■ Real-time reporting via Secure Trax™ hand-held to secure web portal at nominal cost **REFER TO APPENDIX D. SECURE TRAX FOR DETAILS**
Key Performance Indicators	Core KPIs customized to your needs, including: ■ Customer satisfaction ■ Turnover ■ Security spend & overtime charges ■ OSHA statistics ■ Post inspections & site visits
Customer Satisfaction: On-line Surveys	■ Web-based satisfaction survey rates service aspects ■ Results drive written corrective action plans ■ Reported in KPIs during Business Review Meetings ■ Available in real time via your custom web portal
Business Review Meetings	Formal meetings quarterly, twice per year, or annually, covering: ■ KPIs & service trends ■ Positive & negative performance ■ Improvement initiatives & challenges ■ Overall security effectiveness

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RELIABILITY VIA SOPS & ACCURATE POST ORDERS

Standard operating procedures (SOPs) and accurate post orders contribute to our service reliability. G4S Wackenhut's best practices for payroll, billing and administrative procedures are online, supporting consistent operations.

Your post orders are made current and posted online within your secure web portal. With accurate and easily accessible post orders our officers, supervision and management, and your representatives, are all working from the same, correct page.

INTERNAL COMPLIANCE MEASURES

Ongoing compliance measures, as part of our Quality Assurance Program, provide the operational oversight for us to deliver the security your promised.

- ***Area supervision monitors & evaluates officers through announced & unannounced site inspections***
- ***Internal audits by our independent audit unit ensure compliance with operational requirements & local/state/federal laws and regulations***
- ***Employee evaluations monitor & evaluate officer performance to encourage a positive, productive, client-service attitude***
- ***Balanced Scorecard, a set of measurable criteria, measures G4S Wackenhut office performance & compliance***

Define Requirements and Expectations with the Customer

Upon contract award, as part of the transition and startup process, our office staff will initially meet with City of Torrance Transit System's designated representative(s) to review contract requirements for the job. We will also conduct a physical security survey of the facilities and posts, review any current operating procedures and discuss staffing as it pertains to incumbent personnel.

The office staff will include:

-General Manager, Jorge Villaverde

-Operations Manager, Robert Aull

-Human Resources/Recruiter, Jessica Putzeys

-Training Manager, Corbin Young

-Regional Training Manager, Rod Natale

-Regional Director of Business Development, Jason M. Gonzalez

-Regional Vice President, Mark I. Tsuji

Soon after the initial meeting, we will reconvene to discuss our findings and provide a forum to discuss any undocumented or unobserved job specifications. We will also take this opportunity to ensure there is no disconnect between the level of service to be contracted and TTS's expectations. These expectations will help define the operating plan, we will communicate them to the entire security team in training sessions, and our supervisors continue this communication on an ongoing basis.

Handling Changing Requirements

To ensure proper and prompt response to non-routine security requirements, including emergency conditions, it may be necessary to activate contingency plans and/or develop alternative operational instructions. All G4S Wackenhut personnel will be aware of such contingency plans and trained in their responsibilities under the plans. Viable training scenarios can be developed for certain non-routine situations, and, if appropriate, training exercises conducted.

In order to be prepared for changing requirements, it is important to cross-train employees for cross-

utilization. The supervisory personnel should be selectively cross-trained to the extent practicable. The cross-training of security officers will be accomplished by scheduling security personnel to work each of the various security posts. When employees work a post for the first time they will receive detailed instructions from the supervisor. The supervisor will make frequent visits to the post to ensure that tasks are being properly performed. At the end of the shift, the supervisor will critique the employee's performance and answer any questions the employee may have about the duties.

Additionally, the G4S Wackenhut San Jose office maintains a flexible, operational security force ("Flex Force") of trained personnel that are available for assignment at various customer facilities to handle short notice, cyclical, or small-scale emergency staffing situations. G4S Wackenhut's Flex Force consists of both full and part-time personnel. With TTS's approval, G4S Wackenhut will initiate a recruiting program for new personnel for assignment if a requirement is expected to continue for an extended period of time.

90-Day Control Plan

In line with principles of ISO and G4S Wackenhut's ongoing efforts to continuously improve, G4S Wackenhut has implemented a 90-day Control Plan. This plan involves the ongoing monitoring of newly transitioned sites through follow-up activities to ensure the resolution of any issues that arise during the initial 90 days following the transition.

Ensuring Operations are Sound

Employee involvement at the security officer level is paramount, however, G4S Wackenhut's

supervisory and management staffs are ultimately responsible for ensuring the success of our customers' security program. Supervisors monitor each employee's performance and understanding of the post requirements on a regular basis. We take corrective action immediately, when necessary, and we refine processes and procedures, and track performance over time to ensure adequate resolution of any lingering problems.

Ask our Customers to Evaluate Us

Customer satisfaction is a critical part of our *Quality Works*SM program and this is measured by the feedback we solicit and receive from you. We successfully gather feedback in a number of ways. The processes described below allow us to establish a quality security program for every customer. The combination of pre-bid planning, defining requirements and expectations, developing a sound operating plan, hiring the right people and training them, and implementing the plan with qualified supervisors and an experienced management team are a proven and effective method for us to understand and ensure our customers' service expectations are understood at the outset and delivered daily.

On-line Customer Evaluations

G4S Wackenhut utilizes a web-based customer satisfaction survey that rates various key aspects of our service. This system allows for the manipulation of the data for analysis purposes. A sample screen shot for this system is provided below:

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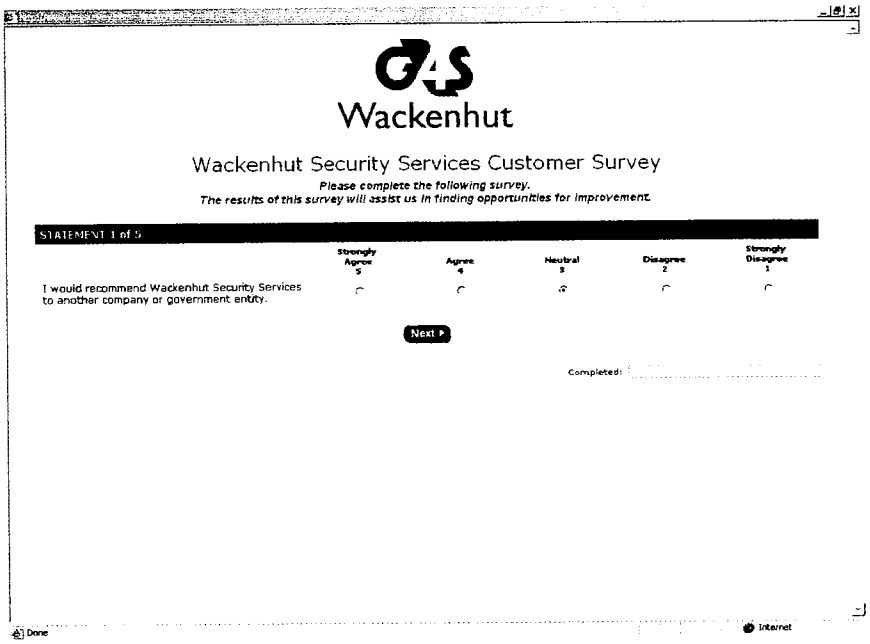

Evaluations that score less than an "adequate" rating require immediate action, to include a written corrective action plan. The action plan must be submitted to our management team within ten (10) business days.

Business Review Meetings

These regular formal meetings between corporate management from Wackenhut and our clients provide an opportunity to evaluate the overall security program and develop/implement revised requirements, share best practices, etc.

Ongoing Communication

Local interaction between the Wackenhut area office and the customer's site representative(s) in that area has proven to be the most important method of obtaining customer feedback. This local interaction includes both formal and informal communication that takes place with the Wackenhut general manager,

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area supervisors and site supervisors/lead officers. In addition, members of our office management staff visit each customer at least monthly. These regular contacts are a necessary component of our ongoing customer relations program.

In addition to these activities, Wackenhut is also focused on partnering with clients to identify and implement productivity gains and cost savings initiatives. These client-specific programs have been so successful that we developed the Wackenhut Productivity Center (WPC) to track and implement process improvements. It has been Wackenhut's experience that the best productivity ideas come from those employees who work at the facilities and own the processes. This system also allows for the sharing of best practices across all operations. The commitment to track and report on measurable cost savings has proven to be a critical element of the Wackenhut customer satisfaction methodology.

Employee Retention

One of the most important aspects of a successful contract is the stability of the security force, which is directly tied to retention. Our employee retention strategy begins with the hiring of employees that meet G4S Wackenhut and customer-specific standards. The first aspect to promoting retention is to align pay rates with local labor market conditions and customer-specific qualification requirements. Area wage surveys are conducted on a regular basis and, whenever possible, G4S Wackenhut attempts to pay its security personnel above average wages in an effort to promote retention and limit turnover. After the pay rate, the employee benefits package plays the most important role in the overall satisfaction of

employees and ultimately the retention rate. We have provided an overview of the proposed benefits package for this account in the Benefits section of this proposal; however, we are willing to work with TTS to negotiate as positive a package as possible to promote retention. A final element of retention is achieved through training, which emphasizes the need for security officers to take a sense of ownership in the operations of a contract. Employee development is encouraged for all employees and is key to the retention of experienced personnel. In order to empower employees, equal opportunity is provided for all personnel to participate in career development.

Our retention strategy focuses on the following key areas:

- Living wage commensurate with local market conditions and qualification requirements
- Enhanced benefits and incentives
- Proper training
- Career development and growth opportunities
- Management support
- Employee empowerment
- Meaningful communication – G4S Wackenhut recognizes that regular communication with employees is a key factor in employee satisfaction. We tend to communicate with our employees through several formal and informal vehicles. These include, but are not limited to, the following:
  - Supervisor to employee and employee to supervisor dialogue
  - Manuals
  - Post orders
  - Focus publications (continuing
  - G4S Wackenhut's website
  - Scheduled meetings
  - Pay stub attachments and payroll stuffers
  - *Posters*
  - *Pipeline magazine (company publication focused*

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education publications) *on employee recognition)*

In an industry where turnover is typically high (reportedly reaching as high as 300% to 400% annually for some firms in the U.S.), G4S Wackenhut has made significant strides to reduce these numbers. Using a cross section of types of contracts, the Security Services Division's national average turnover rate for 2007 was 52%. We track our turnover on a continuing basis and utilize technology to analyze reasons for turnover as depicted below.

Emergency Response

Each G4S Wackenhut area office maintains a local, flexible, operational security force of trained personnel that are available for assignment at various customer facilities to handle short notice, cyclical, or emergency staffing situations. Members of the "Flex Force" are also cross trained for cross utilization. As we tap this pool of manpower, we carefully select, process and train new members to maintain acceptable levels. G4S Wackenhut's Flex Force consists of both full and part-time personnel.

Should the need for manpower exceed the number of members in our Flex Force, G4S Wackenhut will mobilize personnel from nearby Wackenhut offices. With your approval, we will initiate a recruiting program for new personnel for assignment if the emergency extends for a long time.

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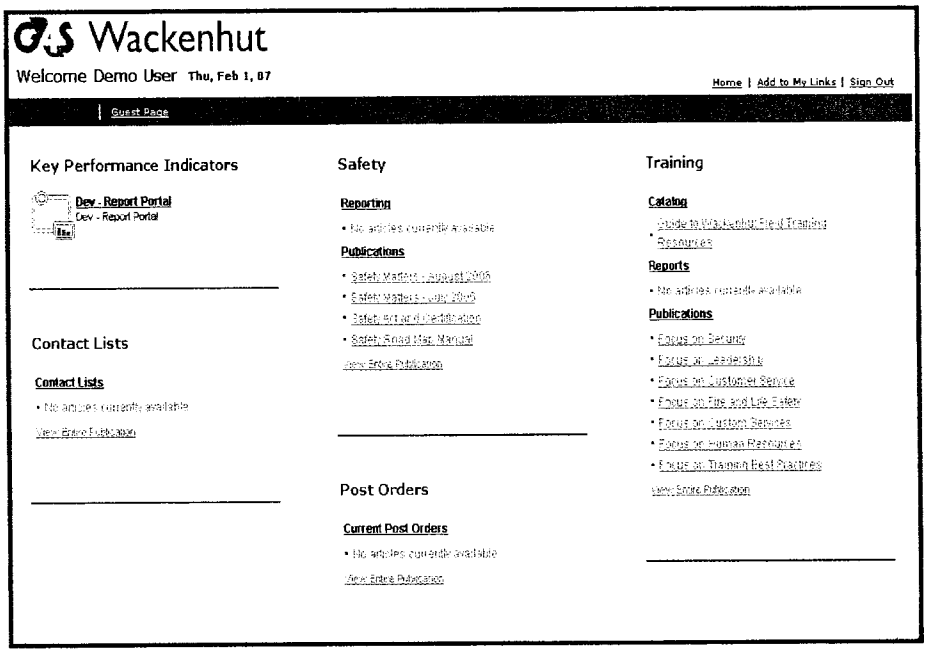

TTS Custom Portal

Management reporting for our strategic clients may be delivered through the G4S Wackenhut Customer Portal. This secured web site allows senior level customer contacts to have real-time access to the Key Performance Indicators (KPI's) outlined below. The Portal can also be customized for account-specific materials of importance to G4S Wackenhut and TTS to include key contacts lists, post orders, training materials, etc. Client access to the Incident Tracking System and the Site Inspection System may also be provided through the Customer Portal.

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E. EXCEPTIONS/DEVIATIONS

The following exceptions are noted for your consideration. G4S Wackenhut respectfully requests that the below items be open to discussion as they represent in our opinion areas of industry best practices that are beneficial to both parties.

1. Indemnification - The Wackenhut Corporation would respectfully request specified indemnification rights. We request the following language be included in this section of the contract, "CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteer from and against any and all liability, expenses, including reasonable 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 that is caused by the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. Payment by CITY is not a condition precedent to enforcement of this indemnity."
2. Additional Insured – The Wackenhut Corporation would also respectfully request the following language be included in this section of the contract, "CONTRACTOR'S naming of CITY, the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer as additional insured on its liability policies pursuant to this Agreement shall afford coverage only for the negligent acts or omissions of CONTRACTOR pursuant to this Agreement, be limited to the terms and conditions of this Agreement and shall in no event be construed for any purpose so as to make CONTRACTOR or the issuer of such policies liable for the negligence (joint, concurrent, independent or individual), acts, errors or omissions of CITY or its employees. The additional insured coverage is provided to the extent of the indemnification provision in Section 15."
3. Insurance – Also note that we would request that our insurance, while primary, any insurance or self-insurance of the client must contribute to it in relation to the client's negligence.

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4. Auto-Insurance – The Wackenhut Corporation respectfully request the following language be included in this section of the contract, "The CITY'S automobile insurance shall be primary, and CONTRACTOR'S insurance shall contribute only in relation to CONTRACTOR'S negligence."

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F. REQUIRED FORMS, ADDENDUMS AND PRICING

See Attached Forms

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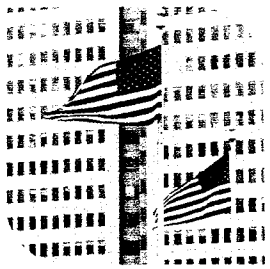

APPENDIX A. G4S WACKENHUT FAST FACTS

Annual Revenue	$1.9 Billion
Number of Employees	40,000
Year Founded	1954
ISO 9001:2008 Registered:	G4S North America Training Institute, Human Resources Department, National Account Group & International Accounts Division
SAFETY Act Designation & Certification	1st security services provider awarded by U.S. Department of Homeland Security
U.S. Corporate Office	4200 G4S Wackenhut Drive Palm Beach Gardens, FL 33410 (800) 922 6488 (561) 622 5656 www.g4s.com/usw

EXECUTIVE TEAM—SECURITY SERVICES DIVISION

President	Drew Levine
Senior VP, Sales & Marketing	Robert Burns
Senior VP, Operations	Danny Grizzard
Senior VP, HR & Chief Learning Officer	Michael E. Goodboe, Ed.D., CPP
VP, National Accounts	Chuck Brock

Markets Served	Major Clients	
■ Petrochemical	■ Altria Client Services	■ DuPont
■ Government	■ Bank of America	■ General Electric
■ Banking	■ Chrysler	■ Honeywell
■ Residential	■ Department of Homeland Security	■ IBM
■ Healthcare	■ Google	■ State Farm Insurance
■ Industrial		
■ Commercial Office		

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APPENDIX B. MANAGEMENT PHILOSOPHY

The G4S Wackenhut security solution mitigates risk and contains costs, but it's more. It's more than the sum of its parts. Since 1954 our sole purpose has been the protection of client assets (life safety, Intellectual Property, business continuity and physical assets). Today we meet those evolving needs domestically and around the world.

MISSION STATEMENT

Our mission is to provide expert security services that exceed client expectations. We differentiate ourselves by attracting the best people, offering innovative solutions, and fostering long-term partnerships. We are committed to the principles of professionalism and integrity instilled by our founder, and we strive to positively impact our nation, communities and stakeholders.

CORE VALUES

Value	Description
Customer Focus	The organization focuses on clients - understanding the issues they face, the markets in which they operate, and delivering the highest quality of service.
Expertise	We are experts in security solutions and know what makes a difference to our clients.
Performance	Through understanding clients' needs, applying our expertise and working together to always deliver on what we promise, we are able to drive superior performance - service performance for clients and financial performance for the organization and its shareholders.
Best People	By attracting, employing and developing the best people in the industry, we use our security expertise to develop solutions to clients' needs.
Integrity	Integrity is a fundamental principle of our organization - openness, honesty and operating to the group's ethical standards underpins every element of the organization.
Teamwork & Collaboration	Teamwork and collaboration is the "glue" which binds the organization together. Our people strive to create the best organization and to deliver on what we promise to our stakeholders. We will only achieve our vision by working together. Sharing of knowledge and resources brings continuous improvement and ongoing development of the organization.
Safety	We ensure the health and safety of all employees by making it an integral part of our business and our culture.

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APPENDIX C. SAFETY PROGRAM OVERVIEW

G4S Wackenhut's Safety Program demonstrates our proven commitment to safety to ensure a safe work environment for customers, officers and the public at large.

DEDICATED SAFETY MANAGEMENT

Our National Director of Safety oversees compliance and provides direction and development for all G4S Wackenhut's safety efforts.

EVER ALERT, ALWAYS SAFE

Our comprehensive Safety Program consists of the Safety Road Map, Employee Safety Handbook, Passport to Safety, and ongoing safety training (i.e. Safety Matters monthly newsletter).

Ever Alert, Always Safe

Safety Road Map

The road map is an integrated collection of safety policies, procedures and processes that include:

- *Policy statement*
- *Roles – Defines safety responsibilities of key individuals.*
- *Safety Committee*
- *Measurement process & incentive program*
- *Safety Condition Reports (Job Safety Audits & Personal Protective Equipment assessments)*
- *Accident investigation*
- *Analysis process*

Employee Safety Handbook

All officers review the Employee Safety Handbook and are tested on the following:

- *Accident & Injury Reporting*
- *Bloodborne Pathogens*
- *Driver Requirements*
- *Emergency Response Planning*
- *Fire Protections/Prevention*
- *First Aid Procedures*
- *Hazard Communications*
- *Lifting – Material Handling, Slips & Falls*
- *Lock-out/Tag-out Procedures*
- *Personal Protective Equipment*

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Safety Road Map	Employee Safety Handbook
■ *Workers Compensation / Return to Work Program* ■ *Motor vehicle program – Program to reduce the risk of motor vehicle accidents*	■ *Traffic Control* ■ *Workstation Ergonomics* ■ *Drugs & alcohol*

Passport to Safety

The Passport to Safety is a pocket card that is distributed to all employees as a quick reference to the 14 safety topics in the Employee Safety Handbook.

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APPENDIX D. TRAINING — CUSTOM PROTECTION OFFICER® & UPSCALE SECURITY OFFICER

Training is more than our core competency; it's G4S Wackenhut's area of excellence. Our award winning training programs have been developed for our Custom Protection Officer® (CPO) and Upscale Security Officer (USO) program, which are then customized to meet your individual security needs. In addition to completing any state-legislated training requirements, CPOs and USOs will successfully complete the following:

Component	Hours	Description
Pre-Assignment	40 hours	33 learning programs in the following categories: ■ Introduction to General Security ■ Basic Preparedness ■ Life Safety ■ Legalities ■ Professional Communications ■ Physical Security ■ Interpersonal Relations ■ Course Administration
On-the-Job Training (OJT)	16 hours	■ On post, application of classroom-taught lessons ■ Learning site-specific security per post orders ■ Supported by our ***Focus on Security*** training publications
Annual In-Service Training	8 hours (USO) 16 hours (CPO)	■ Refresher training of site-specific security per post orders ■ Critical topics from G4S North America Training Institute's library
Weapons Training (CPO Only)	(varies)	■ Federal weapons training, or ■ NRA Course of Fire & State Licensing
First Aid/CPR/AED Certification	8 hours	■ As required by contract terms ■ American Heart Association certified training

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INDUSTRY LEADING TRAINING ORGANIZATION

G4S Wackenhut's CPOs and USOs receive world-class training developed by our G4S North America Training Institute, which was the first training organization to pursue ISO 9001:2008 registration in the security guard industry.

Additionally, the G4S North America Training Institute was recently named one of The American Society for Training & Development (ASTD) top business training organizations. G4S Wackenhut is the **ONLY** security services company to win this prestigious award.

In 2007, 2008 and 2009, the G4S North America Training Institute was named one of Training Magazine's Top 125 employer-sponsored training programs and was awarded the APEX 2008 Award of Excellence in the Multimedia & Interactive Publications category.

- ***182 training programs, consisting of learning programs (LPs) & workbooks (WBs)***
- ***Programs available in print or via download from our Training Services Intranet***
- ***Online Learning Management System (LMS) providing:***
  - *100+ Microsoft-based programs*
  - *42 Harvard Mini courses*
  - *25 interactive electronic programs (EP's)*
  - *e-Safety courses*
- ***Corporate Library is the largest compendium of training support resource materials in the industry***

ADVANCED TRAINING

The G4S North America Training Institute provides additional training opportunities.

Supervisor Leadership Training Program	Project Manager Employment Law Training Program
■ 80 hours self study ■ Using the G4S Wackenhut Leadership Manual ■ Completed within six months of assignment ■ Earns 8 continuing education units (CEU's) ■ Recognized by University of Maryland & American	■ 30-hour distance-learning program ■ Studying videotapes/DVD's ■ Completing workbook/test on each segment ■ Work submitted to G4S North America Training Institute for evaluation & grading

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Supervisor Leadership Training Program	Project Manager Employment Law Training Program
Council on Education	■ University of Maryland University College awards 2.9 CEU's

INDUSTRY LEADING TRAINING ORGANIZATION

G4S Wackenhut's officers receive world-class training developed by our G4S North America Training Institute, which was the first training organization to pursue ISO 9001:2008 registration in the security guard industry.

ASR Americon Systems REGISTRAR

Additionally, the G4S North America Training Institute was recently named one of The American Society for Training & Development (ASTD) top business training organizations. G4S Wackenhut is the **ONLY** security services company to win this prestigious award.

ASTD

In 2007, 2008 and 2009, the G4S North America Training Institute was named one of Training Magazine's Top 125 employer-sponsored training programs and was awarded the APEX 2008 Award of Excellence in the Multimedia & Interactive Publications category.

TOP 125

The G4S North America Training Institute is the leading training resource in the security industry with:

- ***182 training programs, consisting of learning programs (LPs) & workbooks (WBs)***
- ***Programs available in print or via download from our Training Services Intranet***
- ***Online Learning Management System (LMS) providing:***
  - *100+ Microsoft-based programs*
  - *42 Harvard Mini courses*
  - *25 interactive electronic programs (EP's)*
  - *e-Safety courses*
- ***G4S North America Training Institute's Corporate Library is the largest training resource in the industry***

ADVANCED TRAINING

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Supervisor Leadership Training Program	Project Manager Employment Law Training Program
■ 80 hours self study ■ Using the G4S Wackenhut Leadership Manual ■ Completed within six months of assignment ■ Earns 8 continuing education units (CEU's) ■ Recognized by University of Maryland & American Council on Education	■ 30-hour distance-learning program ■ Studying videotapes/DVD's ■ Completing workbook/test on each segment ■ Work submitted to G4S North America Training Institute for evaluation & grading ■ University of Maryland University College awards 2.9 CEU's

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APPENDIX E. EMPLOYEE BENEFITS & INCENTIVE PROGRAMS

The following benefits and incentives are provided to officers assigned to your site on an as elected basis:

INSURANCE PROGRAMS

Insurance	Highlights	Detail
Health	■ G4S Wackenhut's 42 Choice Plus Plan (Comprehensive Major Medical) ■ Administered by United Healthcare ■ Effective the first day of the month following three months of continuous service.	■ $100 deductible per person (In-Network) ■ $1,000 deductible per person (Out-of-Network) ■ $30 copay for primary care physician (In-Network) ■ $50 copay for specialist (In-Network) ■ 75% Coinsurance for In-Network services ■ 50% Coinsurance for Out-of-Network services ■ Annual benefit maximum for Home Health Care coverage – 52 visits per year ■ $1,000,000 Lifetime maximum benefit with a $40,000 annual cap
Prescriptions	■ No deductible and a co-payment of:	■ 20% for Generic ($10 minimum) ■ 35% for Preferred Brand ($25 minimum) ■ 50% for Non-preferred Brand ($25 minimum) ■ Mail-order available at same co-payments ($20 minimum for Generic and $50 minimum for Brand Name / Non-preferred Brand) for up to a 90-day supply
Life	■ $10,000 in life insurance	■ AD&D is provided at no cost to the employee
Supplemental Life Insurance	■ G4S Wackenhut employees can purchase up to an additional $40,000 in life insurance, in $10,000 increments, and pay the additional premium (premium costs are based on age) through payroll deductions	
Accidental Death & Dismemberment Insurance	■ G4S Wackenhut personnel who are not covered by another life insurance plan offered by the company will be entitled to occupational accidental death and dismemberment insurance in the amount of $5,000	

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RETIREMENT PLAN

G4S Wackenhut provides a 401(k) Plan to qualified employees (employees considered highly compensated under ERISA do not quality). Qualified employees:

- ***May contribute 1% to 40% of their compensation on a pre-tax basis***
- ***Have the opportunity to save for retirement with current tax-deferral advantage***
- ***Can take loans from their 401(k) Plan, repaying through convenient payroll deductions***

EMPLOYEE ASSISTANCE PROGRAM

Employee Assistance Program (EAP) is a voluntary program providing confidential assessment, counseling and referral services for employees and their families to help resolve personal concerns.

The majority of G4S Wackenhut employees using EAP are served through Horizon Health; select locations use a different EAP local provider. To use the program, an employee or dependent simply calls Horizon Health at 888-293-6948 to set up an appointment or discuss their concerns.

HORIZON HEALTH

Assistance is available for:

- Marriage & family issues
- Coping with change
- Stress
- Alcohol & substance abuse
- Divorce
- Credit & financial issues
- Eating disorders
- Mental health
- Grief & loss
- Depression

VOLUNTARY BENEFITS

G4S Wackenhut provides additional voluntary benefits (employee paid) that complement our core benefits (company provided). These voluntary benefits are available at competitive rates through G4S Wackenhut's negotiated group rates.

Enrollment is easy with a single call to the G4S Wackenhut Benefit Enrollment Center at 866-999-7702 for individualized information and rates. Voluntary benefits include:

Item	Description
Short Term Disability Insurance	■ Helps replace a portion of the individual's salary in the event of sickness or injury. Level premiums are offered based on age at the time of purchase and will not increase over time.

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Item	Description
Accident Insurance	■ Covers a wide variety of injuries and accident-related expenses such as hospitalization, physical therapy, etc. Individual and family coverage options are available
Critical Illness / Cancer Insurance	■ Offers financial protection in the event of a critical illness or cancer. A lump sum benefit is payable when diagnosed with a covered critical illness. Premiums are based on age at issue and tobacco status
Whole Life Insurance	■ In addition to death benefits, this policy has cash value. Individual and family coverage options are available

TUITION ASSISTANCE

Tuition assistance is available, when provided for in the contract, to full-time security personnel who have completed 90 days of uninterrupted employment. Courses must be job-related and taught by an accredited college or university. Tuition assistance amounts may vary and are reimbursed based on the grade achieved. If desired by the client, G4S Wackenhut can provide this benefit and direct bill, as incurred.

DIRECT DEPOSIT

G4S Wackenhut offers the convenience and safety of direct deposit of paychecks as well as paycards for our employees.

EASTERN FINANCIAL FEDERAL CREDIT UNION

G4S Wackenhut employees are eligible to join the Eastern Financial Federal Credit Union, one of the top 25 credit unions in the nation with over $1 billion in assets and more than 155,000 members.

EASTERN FINANCIAL Florida Credit Union

Services can be accessed using various methods, to include Bank-By-Phone, ATM cards, and Eastern online internet banking. Our employees can take advantage of services such as:

- *Checking*
- *Savings & investment accounts*
- *Mortgage, auto & student loans*
- *Credit cards*

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EMPLOYEE DISCOUNT PROGRAMS

G4S Wackenhut's Human Resources department maintains an employee discount program that has negotiated group discounts for the following:

Item	Description
Bank Discounts	■ Special savings on financial services are offered through Bank of America
Vehicle Purchase Program	■ Through G4S Wackenhut's relationships with automotive manufacturers employees can buy vehicles at a savings through a hassle-free, streamlined process
Home Buying Assistance	■ Fannie Mae and GMAC Mortgage & Real Estate Services offer timesaving applications, discounts and savings on home mortgages as well as other discounts and cash-back opportunities
Computers	■ Dell Computers offers discounted products, shipping and services
Cell Phone Services	■ Discounted cell phone services are offered through AT&T, Verizon and Sprint Nextel

CAREER DEVELOPMENT PROGRAM

G4S Wackenhut maintains a program that develops and trains field personnel at all levels to encourage advancement and promotion through various levels of operation within the company.

The current G4S Wackenhut President of North America is proof of this commitment, having risen from local operational management to his current position.

INCENTIVE PROGRAMS

SPECIAL RECOGNITION AWARDS

Award	Description
Certificate of Achievement	■ Awarded for the successful completion of a G4S North America Training Institute Program
Certificate of Appreciation	■ Presented in response to a letter of commendation for a job well done, or for performance of a valued act of service for the customer / G4S Wackenhut
Certificate of Recognition	■ Presented in recognition of unusual & outstanding service, & for courage & initiative

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Award	Description
Certificate of Distinction	■ Presented for the performance of an act of valor above & beyond the call of duty; an act that reflects great credit on the individual, the customer, & G4S Wackenhut
W-Valor Award	■ Presented to employees who have received a Certificate of Distinction & are eligible for this prestigious award
Officer of the Quarter/Year Award	■ Program of recognition administered on a corporate-wide basis

SERVICE AWARD PROGRAM

G4S Wackenhut offers an attractive service award program as a tribute and expression of gratitude for the valuable contributions and loyalty that our long-term employees have shown to the company.

The service milestones are in five-year increments as they reach their anniversaries with G4S Wackenhut. Gifts vary, based on length of service, from service pins to mantle clocks to gold rings and watches.

FULL-TIME VS. PART-TIME EMPLOYEES

We typically utilize full-time employees and, depending on the schedule, utilize some part-time personnel. Full-time is defined as employees who work in excess of 32 hours per week.

While part-time employees will not fully participate in the fringe benefit program, they will be paid similar wages and are eligible for the Health Basics limited medical, dental, and vision insurance plans, as well as the Voluntary Disability, Accident, Critical Illness, and Life insurance plans. They will also be provided uniforms at no cost or deposit and will be paid time and one half for hours worked on holidays.

GRANDFATHERING OF INCUMBENT PERSONNEL

Incumbent employees who pass pre-employment screening and that may be retained will be grandfathered for group insurance purposes. This means we will count prior service toward the standard 90-day waiting period for the group insurance.

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APPENDIX F. CERTIFICATE OF INSURANCE (EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/01/2008

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

PHONE (866) 285-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
The Wackenhut Corporation
4200 Wackenhut Drive, #100
Palm Beach Gardens FL 33410-9603 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	New Hampshire Ins Co	23841
INSURER D:	Illinois National Insurance Co	23817
INSURER E:	Insurance Company of the State of PA	19429

COVERAGES SIR May Apply

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY: X COMMERCIAL GENERAL LIABILITY; CLAIMS MADE; X OCCUR; GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC	5116729[illegible] General Liability (Owc)	10/02/06	10/02/09	GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
						PERSONAL & ADV INJURY	$2,000,000
						EACH OCCURRENCE	$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
						MED EXP (Any one person)	Excl.
A		AUTOMOBILE LIABILITY: X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS	CA6075[illegible] Automobile - Ada (Owc)	10/02/06	10/02/09	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A			CA6075[illegible] Automobile - Va (Owc)	10/02/06	10/02/09	BODILY INJURY (Per person)	
A			CA6075[illegible] Automobile - Pa (Owc)	10/02/06	10/02/09	BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY: ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC	
						AUTO ONLY: AGG	
		EXCESS/UMBRELLA LIABILITY: OCCUR; CLAIMS MADE; DEDUCTIBLE; RETENTION				EACH OCCURRENCE	
						AGGREGATE	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under SPECIAL PROVISIONS below	WC 6830732 WC - All other states (Owc)	10/02/06	10/02/09	X WC STATU-TORY LIMITS; OTH-ER	
D			WC 6830749 WC - AZ (Owc)	10/02/06	10/02/09	E.L. EACH ACCIDENT	$2,000,000
D			WC 6830749 WC - FL (Owc)	10/02/06	10/02/09	E.L. DISEASE - EA EMPLOYEE	$2,000,000
						E.L. DISEASE - POLICY LIMIT	$2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER
Evidence of Insurance
[illegible]
[illegible] FL 99999 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Aon Risk Services Inc. of Florida

Holder Identifier:
Certificate No.:

ACORD 25 (2001/08) ACORD CORPORATION 1988

ATTACHMENT A

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. 1 Date Received: 4/28/10
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this RFP.

Submittal Requirements:

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 Proposal	X

Company Name: G4S WACKENHUT

Your Name and Title: BRANDON JOFFE, MANAGER OF BUSINESS DEV.

Signature: [signature]

Date: 5/6/10

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

BID NO. B2010-06

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

THE FOLLOWING QUESTIONS WERE SUBMITTED TO TORRANCE TRANSIT SYSTEM (TTS) regarding RFP No. B2010-06 via email and at the Pre-Proposal Conference from potential proposers. 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:

Q: How many proposals need to be submitted?
A: One (1) original and two (2) copies – all signed.

Q: Does the contract need to be accepted "as-is"?
A: Yes, unless the requested changes are minor.

Q: Do the guards and supervisors need to be certified for CPR, AED, and First Aid.
A: Yes to CPR and First Aid, will check on AED and include in Addendum.

Q: What is the incumbent and how many guards do they have on duty?
A: Command Security is the incumbent and they have four (4) guards and one (1) supervisor on duty. Command Security has been the incumbent for two years.

Q: What is the current contract amount? Under the Freedom of Public Information, what is the current Billing Rate for the Current Provider?
A: The current contract is $205,296, however due to budget constraints and the given economy TTS will look to reduce it to $165,000. If you would like to include increases on potential future year extensions and supply justification for that we are open to it as the economy improves over time. The hourly bill rate of the current provider is $19.74 ($205,296 divided by 10,400 hours of guard service requested).

Q: Would you be willing to reduce the minimum guard wages?
A: Yes, we are open to the idea however do not want to sacrifice the quality of the guards, since professionalism is very important to us. Presently, guards are paid $12.75 per hour and supervisors/post commanders are paid $13.75 per hour (one dollar more per hour).

Q: Are the $12.75/hour and the $13.75/hour billable or pay rates?
A: They are the pay rates.

Q: Is there an on-site post for the guards?

A: No, there is no on-site post for the guards. All work will be conducted in the field.

Q: It says there will be potentially undercover operations, could you please elaborate?
A: On occasion a guard may be asked to come in wearing street clothes and assigned to specific tasks requiring such. Please know that guards are only asked to observe and report. At no time are they expected to provide law enforcement "undercover" activities.

Q: Is there a facility where the guards will report?
A: Yes, the Torrance Transit Department facility is where the guards will report.

Q: For clarification, the vehicles will be supplied however we, the Security company, will need to provide insurance on the vehicles, correct?
A: Yes, that is correct.

Q: Is there a Proposal (Bid) Bond requirement? Is there a Performance Bond requirement? Is there a Fidelity Bond/Crime Insurance Requirement?
A: No, none of these are required for the contract.

Q: Are there any Vehicles required for any location? Are there any Golf Carts required for any location? Are there any Bicycles required for any location?
A: Torrance Transit will provide the necessary security vehicles under this contract. No golf carts or bicycles are required.

Q: Any overtime for Holidays?
A: No.

Q: Is there any percentage increase given for the second or third year? Consumer Price Index (CPI)?
A: Given the project budget for this contract, Transit is open to discussing percentage increases for the optional second and third year, based upon the most current CPI or the UCLA Anderson Forecast for Growth.

Q: Are there any other specific equipment requirements?
A: Please review the RFP for details.

Q: Besides the once a month check by a Supervisor, are they any set hours required?
A: Yes. Each guard is allowed up to 2,080 hours per year. Please review the RFP for details.

Q: Are there any set hours for the Project Manager?
A: No. This is per the proposer's discretion to establish.

Also noted by TTS Staff:

1. Ignore the "Sealed Vault pickup demonstration listed on the cover of the RFP". This was for another security contract dealing with cash pick-up services.
2. Please have your respective legal department or legal counsel review the attached contract ahead of time.

3. The guard service requested under this RFP are for UNARMED guards.

Attached below is a list of all known proposers who attended the pre-proposal conference on April 22, 2010 based upon the sign-in sheet:

Name	Organization/Company
George Weymer	U.S. Security Associates, Inc.
Mari Bennett	Nationwide Guard Services., Inc.
James Woolen	Nationwide Guard Services., Inc.
Ron Brown	Global Executive Security
Jerry Ortiz	Cypress Private Security
Lisa Pons	Minders Protective Services
Gina Kaminski	Elite Protective Service, Inc.
Steven Barry	Barry's Security Services, Inc.
Richard DeLong	General Security Service, Inc.
Scott Carpenter	Guardsmark, LLC
Hilda Perez	Alltech Protective Services
Nick Baydaline	Professional Security Consultants
Sean Ligvani	Global Shield Security
Ray Quinonez	American Guard Services, Inc.
Frank E. Turner	American Guard Services, Inc.
Fred Youssif	World Security, Inc.
Cindy Hunt	AlliedBarton Security Services
Chris Rike	AlliedBarton Security Services
Joe Conlon	Command Security
Jim King	Command Security
Manny Martinez	Prudential Security Services
Chelsea Zwart	Platinum Security
Diane Kapadia	Gateway, Security, Inc.
Brandon Joffe	G4S Wackenhut
Jorge Villaverde	G4S Wackenhut
Beatris Akiona	Securitas Security
Miguel Cuzares	Securitas Security
Lucy Lin	Absolute International Security

Jerry Trueman	Absolute International Security
Don Gaffney	Advanced Security Concepts, Inc./Threat Management Systems
Jake Simpson	Heritage Security Services
Michael Gerami	National Security Industries
Jim Goudarzi	Cal Star Security, Inc.
Victor Polek, CPP	Andrews International
Dan Gould	Force One Group Inc.
Ken Mceldowney	Force One Group Inc.
Gary Moore, CPP	Contact Security, Inc.

By Order Of

Kim Turner, Director
Torrance Transit System

April 28, 2010
Please sign and return this addendum with your bid proposal. Your proposal WILL NOT BE ACCEPTED if this addendum is not included.

I hereby acknowledge receipt of this addendum.

Name of Company

Address

City, State, Zip Code

Name and Signature of Company Representative

ATTACHMENT B

FIRM PROFILE

Bid Proposal Submitted By:

G4S WACKENHUT
Name of Company

2300 E KATELLA AVENUE, SUITE #150
Address

ANAHEIM, CA 92806
City/State/Zip Code

BRANDON JOFFE, MANAGER OF BUSINESS DEVELOPMENT
Printed Name/Title

(714)809-5936-cell/(714)939-4900-office/(714)939-4914-fax
Telephone Number/Fax Number

bjoffe@wackenhut.g4s.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 _____

Other: _____

Business History:

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

56 years 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: PPC#3850/PBC#4816 Expiration Date: 1/31/12

Contact Information:

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

BRANDON JOFFE, MANAGER OF BUS. DEV.
Name and Title
714) 809-5936/714) 939-4914/bjoffe@wackenhut.g4s.com
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.

JORGE VILLAVERDE, GENERAL MANAGER
Name and Title
714) 939-4900/714) 939-4914/jvillaverde@wackenhut.g4s.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.

JORGE VILLAVERE, GM/MARK TSUJI, VICE PRESIDENT
Name and Title
714) 939-4900/714) 939-4914/bjoffe@wackenhut.g4s.com
Telephone Number/Fax Number/Email Address

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

2300 EAST KATELLA AVENUE, SUITE 150, ANAHEIM, CA 92806
Address/City/State/Zip Code
714) 939-4900/714) 939-4914/www.g4s.com/usw
Telephone Number/Fax Number/Email Address or Website
25 years (3 at current location)
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.

[X] Yes - We would agree to a second year with terms and conditions unchanged. BJ (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

JORGE R. VILLAVICENCIO Being first duly sworn, deposes and says:

1. That he/she is the GENERAL MANAGER/LAN of G4S Wackenhut
(Title of Office) (Name of Company)

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

REQUEST FOR PROPOSAL TO PROVIDE 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 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 5th day of MAY, 2010

(Proposer Signature)

GENERAL MANAGER
(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 Details descriped in reference section of proposal

   Contract Amount 2,700 Hours per week of service

   Time to Complete Job Servicing since 2006

   Owner and Location Sacremento Regional Transit, Sacremento, CA

   Contact Name and Telephone Number Lt. Mark Sakauye, (916) 321-2998

2. Job Description Details described in reference section of proposal

   Contract Amount 3,450 Hoors per week of service

   Time to Complete Job SERVICING SINCE 1986

   Owner and Location REGIONAL TRANSPORTATION DISTRICT, DENVER, CO

   Contact Name and Telephone Number DAVID GENOVA, ASST. GM, (303) 299-4038

3. Job Description Details descriped in reference section of proposal

   Contract Amount 940 Hours per week of security service

   Time to Complete Job Servicing since 1998.

   Owner and Location Tri-County Metropolitan Station (Tri-Met), PORTLAND, OR

   Contact Name and Telephone Number Shelly Lomax, Director of System/Safety (503) 962-4982

* Contract value amounts are confidential and proprietary information of our clients.

Attach project employee's resumes for these projects.
-See management biographies

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.

   $ 15.86 per hour x 10,400 hours (maximum) annually: $ 164,944

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

Expense Category	Hourly Rate	Annual Cost
Officer Wages	$ 11.20*	$116,480.00
Officer Benefits	$ .01	$ 104.00
Communications Equipment	$ .00	$ —
Management Oversight	$ 1.69	$ 17,576.00
Other Expenses (please list)		
Payroll, Tax, Insurance	$ 2.18	$22,678.00
Uniform, Uniform Maintenence	$ .34	$ 3,536.00
Background, Recruiting, Training	$ .22	$ 2,288.00
Vacation Pay	$ .22	$ 2,288.00
Annual Total	$ 15.86	$164,944.00

*Composite of $11-officer/$12-Sup

Please break down Officer Benefits above, i.e. – worker's compensation, insurance, etc.
please refer to APPENDIX E OF OUR Proposal for detailed break down of our comprehensive employee benefits.

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

____ Sick Leave	Hours/Days per year	____
✓ Vacation Leave	Hours/Days per year	40 Hours
✓ Holiday Pay	Hours/Days per year	48 Hours

Please list which Holidays:

NEW YEARS DAY
MEMORIAL DAY
INDEPENDACE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

Jorge R. Villaverde
5/5/10
JVILLAVERDE@WACKENHUT.GYS.CO
(714)939-4900

*Optional Securetrax devices are billed at $190.00 per month or $2,280.00 per year.