

Council Meeting  
June 20, 2006

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

Members of the City Council

**SUBJECT:** Contract Services Agreement with Securitas Security Services USA, Inc. to provide security services for the Torrance Transit System.

**EXPENDITURE:** \$206,856.00

### **RECOMMENDATION**

1) Recommendation of the Transit Director that the Council authorize the Mayor to execute and the City Clerk to attest to a Contract Services Agreement with Securitas Security Services USA, Inc. to provide security services for the Torrance Transit System from July 1, 2006 to June 30, 2007, at a cost not to exceed \$206,856.00, and

2) Appropriate \$15,000.00 from the Transit Security Reserve Fund.

### **FUNDING**

Dedicated Proposition "C" 5% Security monies provide funding for the Transit Security Program. Transit receives approximately \$255,000 in annual security funding. Funding is available in FY 2006-2007 Transit operating budget.

### **BACKGROUND/ANALYSIS**

The Transit Department issued Bid No. B2006-18 to provide security services for the Torrance Transit System. On April 4, 2006, the Transit Department received eleven bids. The four lowest most responsive bids are included for your review.

The Transit Department formed a panel which met on May 25, 2006 to rate the bidders. Criteria for this evaluation are contained in Attachment A, Exhibit A, Page 4, *Standards for Evaluation of Proposals*. The following panel reviewed the bids:

1. Patrick Jordan, Captain, Los Angeles County Sheriff's Department/Transit Services Bureau
2. Aram Chaparyan, Acting Operations Manager, City of Torrance Transit
3. Eddie Harris, Acting Business Manager, City of Torrance Transit
4. Jim Mills, Administration Manager, City of Torrance Transit
5. Ken Flewellyn, Assistant Finance Director

Scoring represents panel average.

Agency	Financial Viability <i>10 points</i>	Proposed Cost <i>30 points</i>	Technical Experience <i>30 points</i>	Management Oversight <i>15 points</i>	Training Program <i>15 points</i>	Total Points <i>100 points</i>
Securitas Security Services USA, Inc.	10.0	25.25	30.00	13.75	13.75	92.75
The Wackenhut Corporation.	10.0	21.25	27.50	15.00	15.00	88.75
International Services, Inc.	10.0	21.25	23.75	15.00	13.75	83.75
Elite Security Services, Inc.	10.0	28.00	21.75	11.25	10.0	81.00

### Bids and Scoring

Bidder	Proposed Amount	Difference from	Score
	One-Year	Low Bid	
Securitas Security Services, USA, Inc.	\$ 206,856.00	(\$5,248.00)	92.75
The Wackenhut Corporation	\$ 210,496.00	(\$9,568.00)	88.75
International Services Inc.	\$ 211,640.00	(\$10,712.00)	83.75
Elite Security Services, Inc.	\$ 200,928.00	—	81.00

The panel found Securitas Security Services USA, Inc. to be the most qualified candidate for the service. The lowest responsible bidder by cost, Elite Security Services received lower scores in technical experience, management oversight and training than the three higher rated bidders.

#### SECTION 22.1.4. LOWEST RESPONSIBLE BIDDER.

(Added by O-3493)

The lowest responsible bidder will be determined after a consideration of the following factors:

- a) The lowest cost to the City;
- b) The ability, capacity, facilities and skill of the bidder to perform the contract;
- c) The ability of the bidder to perform the contract within the time specified, without delay;
- d) The character, integrity, trustworthiness and reputation of the bidder;
- e) The competence, reputation and record of performance and experience of the bidder for the successful recent completion of similar work of comparable magnitude;
- f) The previous and existing compliance by the bidder with laws and ordinances relating to the type of work to be performed under the contract;
- g) The sufficiency of the bidder's financial resources as they relate to the ability of the bidder to perform the contract;

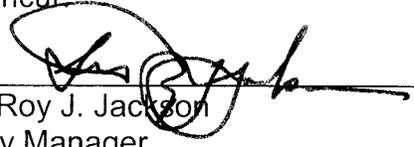
- h) The quality, availability and adaptability of the supplies and equipment to the particular use required;
- i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- j) The number and scope of conditions and exceptions attached to the bid by the bidder

Securitas Security Services, USA, Inc. has extensive experience in providing transit services to the Southern California Regional Rail Authority (METROLINK), Valley Transit Authority, San Jose and the Chicago Transit Authority.

Respectfully submitted,

  
\_\_\_\_\_  
Kim Turner  
Transit Department

Concur:

  
\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

Attachment: A) Contract Services Agreement

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Securitas Security Services USA, Inc., a Delaware 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 System.
- B. In order to obtain the desired services, The CITY has circulated its Request for Proposal for Security Services for the Torrance Transit System, RFP No. B2006-016 (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, 2007.
- 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 \$206,856.00 ("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**

Kim Turner 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:

Beatris Akiona  
Branch Manager

**9. INDEPENDENT CONTRACTOR**

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

**10. BUSINESS LICENSE**

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

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

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

**13. CARE OF WORK**

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

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a

generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

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

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

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

**17. INSURANCE**

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

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

- (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
  - (b) Primary Property Damage of at least \$250,000 per occurrence; or
  - (c) Combined single limits of \$1,000,000 per occurrence.
- (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 while CONTRACTOR and its employees operate CITY vehicles.
  - C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
  - D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
  - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.
- 18. 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 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:                      Securitas Security Services USA,  
Inc.  
400 Crenshaw Blvd. #400  
Torrance, CA 90503

Fax: (310) 787-0983

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

Securitas Security Services USA, Inc.  
a Delaware corporation

\_\_\_\_\_  
Dan Walker, Mayor

By: \_\_\_\_\_  
Beatris Akiona

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**

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

RFP B2006-16

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

**PROPOSAL SUBMITTAL INFORMATION**

PLACE: CITY OF TORRANCE  
Office of the City Clerk  
3031 Torrance Blvd.  
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, May 4, 2006

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

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

**All responses must include the following components:**

- Submittal and Addenda Checklist (Attachment A)
- Proposer's Response (Attachment B). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposers Affidavit (Attachment C)
- References (Attachment D)
- Cost Proposal (Attachment E)
- Audited Statements of Financial Condition for 2004 and 2005
- 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, must be submitted to the City Clerk's Office.**

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

Aram Chaparyan, Acting Transit Operations Manager  
Torrance Transit System  
(310) 781-6929

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

RFP B2006-16

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

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**SECTION I RFP INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, May 4, 2006, 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, B2006-16".

**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.

**Pre-Proposal Conference:**

A pre-proposal conference will be held at the time indicated below for the purpose of reviewing the requirements of this RFP and to answer questions from potential proposers.

Wednesday, April 19, 2006 – 11:00 am  
Torrance Transit System  
Administration Office  
20500 Madrona Avenue  
Torrance, CA 90503-3692

**Proposal Form:**

The proposal must be made on the forms provided for that purpose, enclosed in a sealed envelope, and marked "Proposal to Provide Security Services for the Torrance Transit System, RFP B2006-16" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd, Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone number, fax number, and email address 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 contracts. A full business address, telephone number, fax number, and email address must be given. No telegraphic, fax, telephonic, or electronic proposal 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 sections carefully and take action where necessary.

The award of contract or contracts under this request for proposals (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 the Acting Transit Operations Manager in writing. Written instructions will be sent notifying all known potential Proposers of such discrepancy, if any, and of any changes via an addendum.

Should the Proposer have any questions subsequent to the pre-proposal conference, these questions must be submitted in writing to the Acting Transit Operations Manager prior to March xx, 2006. 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 question will be sent via an addendum.

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 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 of 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 Request for Proposal (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 document become the property of the City of Torrance.

#### **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.

#### **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 provides the best value in meeting the needs of the City. The City must 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:

Financial Viability –	10 points	Financial viability will be evaluated by an analysis of assets and liabilities, plus discussions with listed credit references.
Proposed Cost –	30 points	Comparison of proposed cost with those of other respondents to this bid.
Technical Experience –	30 points	Extent of background and recent experience by the proposing firm in the provisions of transit security for other agencies.
Management Oversight –	15 points	Demonstrated ability of firm's management to oversee compliance with the terms of this bid and the resulting contract.
Training Program –	15 points	Bidder'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.

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.

**Proposer's 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 RFP and the Selected Proposer's accepted bid will be attached to and become a part of the contract. All services supplied by the Selected 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, 2006 to June 30, 2007. There may be options for two additional contract years based on the first year of service.

**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, the Selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

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

**CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503**

**RFP B2006-16**

**Request for Proposal 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-hour shifts per week. These shifts must be scheduled as follows (each includes a 30-minute meal break) for a total of 25 shifts per week:

<b>MONDAY THROUGH FRIDAY</b>	<b>SATURDAYS</b>	<b>SUNDAYS</b>
7:00am to 3:30pm	11:00am to 7:30pm	Noon to 8:30pm
Noon to 8:30pm	1:30pm to 10:00pm	1:00pm to 9:30pm
2:00pm to 10:30pm	2:00pm to 10:30pm	
2:30pm to 11:00pm		

Security officers will be given rotating assignments at the discretion of 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 must have at least one thousand (1,000) hours of experience as a security officer and be at least twenty-one (21) years of age.

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

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

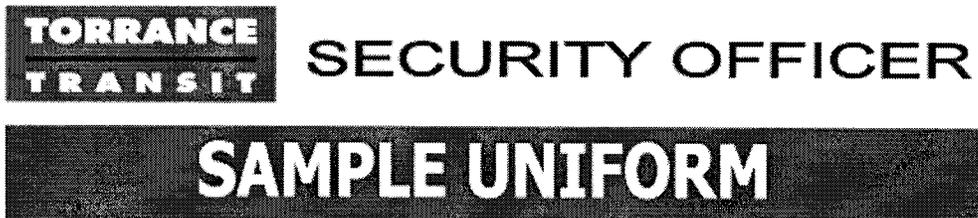
The enforcement officers assigned to TTS must have a valid Class C California Driver License. A California Department of Motor Vehicles (DMV) "pull notice" must be provided to the Acting Transit Operations Manager for each officer assigned to TTS prior to their first day on duty. Assigned enforcement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

### Uniform and Equipment:

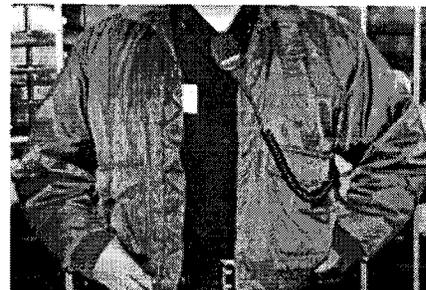
A clean and presentable company-provided uniform must be worn at all times while on duty. The uniform shall consist of the following:

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

The following figure illustrates the sample uniform:



- Dark blue uniform shirt with light blue pocket flaps and light blue epaulets.
- Dark blue uniform pants with multiple pockets.
- Dark blue uniform jacket.



TTS will provide a two-way radio to each assigned 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 officers assigned to TTS at least once every month. The results of these checks shall be reported, in person, to the Acting Transit Operations Manager, or their designee. Failure to comply with assignments given may result in immediate removal of service to TTS and the City. The contractor shall immediately correct any such performance failures on the part of its employees.

At all times while on duty, the 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 and training program to the Acting Transit Operations Manager.

**Right to Interview Personnel:**

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

**Pay Scale:**

The City of Torrance recognizes the unique demands of transit security guard services in contrast to normal guard assignments. To facilitate recruitment and retention of employees assigned to this contract and 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 instead 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 the contract. This individual shall be listed as one of the Contractor's Representatives.

**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.

**Registration of Contractors:**

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

**Torrance Business License:**

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

**CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503**

**RFP B2006-16**

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

**SECTION III PROPOSAL**

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

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

**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 would be responsible for servicing this project. Indicate how long this office has been in existence.
2. To evaluate the Proposer's financial capacity, the Proposer must submit a copy of the company's year-end audited financial statements for 2005 and 2004. 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, fax number, and email address.

**Addenda Received:**

Please indicate addenda information you have received regarding this proposal:

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_ No Addenda received regarding this proposal.

**Submittals:** Please indicate that the following are included with your proposal:

<b>Submittal Requirements</b>	<b>Check here if included:</b>
Letter of Introduction	
Table of Contents	
Firm Profile	
Year-end Audited Financial Statements for 2004 and 2005	
Proposer's Affidavit	
References	
Cost Proposal	

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

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: \_\_\_\_\_

**Contacts:**

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

---

 Name

---

 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

---

 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

---

 Title

---

 Telephone Number/Fax Number/Email Address

Please provide the address of the local office which will be servicing this contract.

---

 Address

---

 City/State/Zip Code

---

 No. of Years this Office is 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 additional years with terms and conditions unchanged.

No  We would not be interested in renewing this contract.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

\_\_\_\_\_ 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 the 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 such 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 to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Proposer Signature)

\_\_\_\_\_  
(Title)

## REFERENCES

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Job Description \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Time to Complete Job \_\_\_\_\_  
Owner and Location \_\_\_\_\_  
Contact Name and Telephone No. \_\_\_\_\_
  
2. Job Description \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Time to Complete Job \_\_\_\_\_  
Owner and Location \_\_\_\_\_  
Contact Name and Telephone No. \_\_\_\_\_
  
3. Job Description \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Time to Complete Job \_\_\_\_\_  
Owner and Location \_\_\_\_\_  
Contact Name and Telephone No. \_\_\_\_\_

Attach project employees' resumes for these projects.

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

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

	Hourly Rate	Annual Cost
Officer Wages:	\$_____	\$_____
Officer Benefits:	\$_____	\$_____
Communications Equipment:	\$_____	\$_____
Management Oversight:	\$_____	\$_____
Other Expenses (please list):		
_____	\$_____	\$_____
_____	\$_____	\$_____
_____	\$_____	\$_____
One-Year Total	\$_____	\$_____

Please break down Officer Benefits above, i.e., workers' compensation, insurance, etc.

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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: \_\_\_\_\_

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**EXHIBIT B**  
**PROPOSAL**



## Cover Letter

May 3, 2006

City Clerk  
 City of Torrance  
 3031 Torrance Blvd  
 Torrance, CA 90503

Re: Proposal to Provide Security Services for the Torrance Transit System  
 RFP B2006-16

Person authorized to sign contracts for Securitas is:

Beatris Akiona  
 Branch Manager  
 Securitas Security Services  
 400 Crenshaw Blvd #200  
 Torrance, CA 90503  
 Ph: 310-787-1746  
 E-mail: [beatris.akiona@securitasinc.com](mailto:beatris.akiona@securitasinc.com)

The Additional Information section of this proposal includes the information that you requested:

- History of Securitas Security Services—page 3
- Our recruiting, selection and hiring methodology—pages 5 & 6
- Our training program—page 9

Of special note are three additional sections that should be reviewed:

- Benefits and Incentives that help retain the best officers—page 17
- Account Management/Supervision—page 23
- Service Excellence (our quality audit program)—page 31

Securitas has a PPO license to practice security service in the State of California and we already have a business license for the City of Torrance as we service a number of accounts in this city. As you can see we have an office in Torrance.

Also included is:

- A sample certificate of insurance
- Audited financial documents
- Credit references

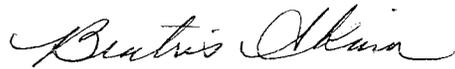
- As you may not be familiar with Securitas, in addition to the transit references requested, I have included a list of our top clients in the U.S.
- The resume of the Securitas Branch Manager, Bea Akiona, who will be your "Project Manager."

Uniforms: note that officers are not charged for uniforms.

Officers driving vehicles will have a DMV check for violations, possess and carry a Class C California Driver's License, and be given a driving safety course called "Drive for Life."

Finally, while I will sign the contract and be your Project Manager, please contact John Delaney (contact information on Attachment B) for information regarding the preparation of this proposal.

Sincerely,

A handwritten signature in cursive script that reads "Beatris Akiona".

Beatris Akiona  
Securitas Branch Manager



## Table of Contents

Cover letter

Attachment A—your page 11

Attachment B—pages 12 & 13

Attachment C—page 14

Attachment D—page 15

Attachment E—page 16

Resume of Project Manager

Trade (credit) references

Financial statements

Certificate of insurance (sample)

Top national client list

Contract exceptions

**Addenda Received:**

Please indicate addenda information you have received regarding this proposal:

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

No Addenda received regarding this proposal.

**Submittals:** Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Letter of Introduction	x
Table of Contents	x
Firm Profile	x
Year-end Audited Financial Statements for 2004 and 2005	x
Proposer's Affidavit	x
References	x
Cost Proposal	x

Date May 2, 2006

Signature 

Company Name Securitas Security Services

Title Business Development Manager

## FIRM PROFILE

**Bid Proposal Submitted By:**

Securitas Security Services  
 Name of Company  
400 Crenshaw Blvd #200  
 Address  
Torrance, CA 90503  
 City/State/Zip Code  
John Delaney, Business Development Manager  
 Printed Name/Title  
310-787-1746 Fax 310-787-0983  
 Telephone Number/Fax Number  
john.delaney@securitasinc.com  
 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?

Two and one-half Years

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

Pinkerton Security --founded in 1850

**Contractor's Information:**

Security Guard License Number: PPO#14827 Expiration date: 4/30/2007

**Contacts:**

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

John Delaney  
Name  
Business Development Manager  
Title  
Ph 310-787-1746 Fx 310-787-0983 E-mail: john.delaney@securitasinc.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.

Bea Akiona  
Name  
Branch Manager  
Title  
Ph 310-787-0747 Fx 310-787-0954 E-mail: beatris.akiona@securitasinc.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.

Bea Akiona  
Name  
same  
Title  
same  
Telephone Number/Fax Number/Email Address

Please provide the address of the local office which will be servicing this contract.

400 Crenshaw Blvd #200  
Address  
Torrance, CA 90503  
City/State/Zip Code  
Four  
No. of Years this Office is 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 additional years with terms and conditions unchanged.

No  We would not be interested in renewing this contract.

STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

John Delaney being first duly sworn, deposes and says:

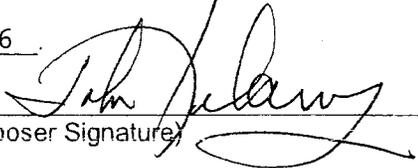
1. That he/she is the Bus. Dev. Mgr. of Securitas Security Services  
 (Title of Office) (Name of Company)

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

B2006-16 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 the 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 such 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 to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 2 day of May, 2006.

  
 (Proposer Signature)

Business Development Mgr.  
 (Title)

## REFERENCES

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Job Description Security guard service  
 Contract Amount \$915,000/yr.  
 Time to Complete Job Ongoing since 2001  
 Owner and Location Metrolink (So. Calif. Regional Rail Authority)  
 Contact Name and Telephone No. Ed Pederson 909-593-2954
  
2. Job Description Security guard service  
 Contract Amount \$3.7 million/yr  
 Time to Complete Job Ongoing for many years  
 Owner and Location Valley Transit Authority, San Jose, CA  
 Contact Name and Telephone No. Raymond Frank 408-321-7171
  
3. Job Description Chicago Transit Authority (security guard service)  
 Contract Amount \$11.0 million/yr.  
 Time to Complete Job Ongoing for at least ten years  
 Owner and Location Chicago Transit Authority, Chicago, Ill  
 Contact Name and Telephone No. Phynillia Woodward 312-664-7200x6110

Attach project employees' resumes for these projects.

~~Included.~~

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



**Beatris Akiona**  
**5507 Martingale Way**  
**Fontana, Ca. 92336**  
**Home: (909) 463-6013**  
**Work: (310) 787-0747**

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### **Summary of Qualifications**

- 17 years of management experience in Security, Human Resources, and Operations.
- Proven effective management skills with involvement with corporate management decisions.
- Exceptional focus and follow-through abilities. Innovative thinker, creative and meticulous.
- Consistently promoted as result of ability to find solutions to difficult problems.
- Outstanding dedication to customer relations and client relations.
- Tactful team player, thrive within group environment. Pleasant personality.

### **Experience:**

- 4/00-Present     **Securitas Security – South Bay Torrance**  
**Branch Manager**  
 Overall responsibility for the operation of a 10,000 hour per week, full service Security and Patrol Branch.  
 Responsible for reaching a yearly budget of 7 million dollars.  
 Mentoring and Training of staff members to increase knowledge and productivity.  
 Responsible for maintaining Client relations and service oriented environment.
- 9/99-4/00        **American Protective Services, Inc. – Long Beach Branch**  
**Assistant Branch Manager**
- ◆ Exercise leadership and execute the full range of responsibilities for the operation of a 20,000-hour per week, full service branch, as directed by the Branch Manager.
  - ◆ Provide back-up support to Branch Manager, acting in his behalf during periods of his absence from the Branch.
  - ◆ Responsible for all administrative and operational activities of the Branch during normal day to day operations.
  - ◆ Responsible for the collection, collation, final perpetration and submission to the Branch Manager of all weekly and monthly reports.
  - ◆ Responsible for the good order and discipline of all administrative employees assigned to the branch.
  - ◆ Responsible for all aspects of security service delivery to a number of important and high profile accounts.
- 9/97-9/99        **American Protective Services, Inc. – Long Beach Branch**  
**Account Manager**
- ◆ Responsible for Administrative operations, which included Human Resources and Payroll.
  - ◆ Planning/Scheduling of the work force, which consisted of 3,500 hours a week of Unarmed Security.
  - ◆ Implemented and Updated Policies and Procedures for Site Specific Instructions.

- 9/96 – 9/97 **American Protective Services, Inc. – Orange County Branch**  
**Administrative Manager**
- ◆ The overall responsibilities included the Weekly Reports that would provide financials, existing and required personnel, and payroll.
  - ◆ Responsible for Administrative Operations, which included the Human Resources Department.
  - ◆ Assisted and provided additional support by managing accounts within the branch when required.
- 9/95 – 9/96 **American Protective Services, Inc. – Orange County Branch**  
**Account Manager**
- ◆ Interface with clients. Provide Security staffing and supervision.
  - ◆ Conduct on site visit. Training of Security Officers with respect to daily-required paperwork and expectations of the client.
  - ◆ Maintain liaison with all the clients and make recommendations for the enhancement of Security posture.
  - ◆ Maintain good working relationship with on site personnel.
  - ◆ A preparation of monthly reports concerning Client problems for APS Corporate Offices.
- 6/94 – 9/95 **American Protective Services, Inc. – Southern California Region**  
**Pacific Bell Regional Coordinator/Communication Center Manager**
- ◆ Coordinated all regional activities regarding Pacific Bell Contracts.
  - ◆ Audit all Regional Pacific Bell invoices for accuracy, coordinating when corrections were required. Maintain and update all Pacific Bell Site views, monthly reviews, and reports.
  - ◆ Maintain good working relationship with Pacific Bell Clients.
  - ◆ Client and post visits to every Pacific Bell customer in the Region. (9,000 hours per week)
  - ◆ Managed all aspects of the Regional Security Communications Center.
- 1/94 – 6/94 **American Protective Services, Inc. – Long Beach Branch**  
**Administrative Assistant**
- ◆ Duty included, but not limited to all Personnel Managers and Account Managers duties.
  - ◆ Responsible for petty cash and two checking accounts.
  - ◆ Supervised a staff of five, interfaced with (4) upper Management personnel, Corporate & Regional Staff.
- 1/89 – 1/94 **American Protective Services, Inc. – Long Beach Branch**  
**Personnel Manager**
- ◆ Screening and selection of qualified personnel.
  - ◆ Training of personnel selected for various Security Officer positions.
  - ◆ Personnel reviews, EDD claims, EDD Court appeals
  - ◆ DoD Security Clearance submittal of clearances to Disco.
  - ◆ Responsible for in-house inventory control.
  - ◆ Maintain personnel files for 600+ employees.
  - ◆ Directed and supported a staff of four, interfaced with nine upper management personnel with corporate office staff.
  - ◆ Additional responsibilities included petty cash and two checking accounts.
- 1/89 – 6/87 **Chief Auto Parts**
- ◆ Screened applicants, selection of qualified applicants.
  - ◆ Training of personnel.
  - ◆ Inventory supplies and completed daily reports.

2/86 – 5/87

**Video Shack**

- ♦ Screening and selection of qualified applicants.
- ♦ Training of new personnel.
- ♦ Open and close store, money counts, and inventory.
- ♦ Preparations of weekly reports.

**Education & Training**

HS Diploma  
Independent Sexual Harassment Trainer for McDonalds  
Licenses Notary Public  
Personnel Management Seminar  
Employment Selection, Retention Training  
Disabilities ADA Training  
Employment and Personnel Training  
Industrial; Security Awareness Council (DoD)  
Trainer Work Shop  
DoD Security Clearance

**Computer Capability**

Fully capable in Microsoft Word, Excel and Power Point  
Fully capable in all of the scheduling, payroll and personnel management systems.

## Securitas Security Trade References

TRADE	
Uniform Group of Lion Apparel Attn: Les Harris Vice President, Sales 6450 Poe Avenue, P.O. Box 14576 Dayton, Ohio 45413 Tel: (800) 548-6614 (x2847) Fax: (800) 424-2086	Sunset Stationers Attn: Robert Wainer, Owner 10 Kice Avenue Wharton, NJ 07885 Tel: (973) 537-9600 (x17) Fax: (973) 537-9601
Regional Communications Attn: Leo Kane Vice President, Sales E. 64 Midland Avenue Paramus, NJ 07653 Tel: (201) 261-6600 Fax: (201) 261-6304	New Jersey Business Forms Attn: Mike Gold / Joan Leahy Acct Executive 55 Sheffield Avenue Englewood, NJ 07631 Tel: (800) 466-6523 Fax: (201) 569-1137

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
LOS-000260449-86

**PRODUCER**

Marsh Risk & Insurance Services  
CA License #0437153  
777 South Figueroa Street  
Los Angeles, CA 90017  
Attn: Jackie Surtida 213 346 5085/Mark Sato 213 346 5657

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
A XL Insurance America, Inc.

COMPANY  
B ACE American Insurance Company

COMPANY  
C Indemnity Insurance Company of North America

COMPANY  
D N/A

502375-ALL-CAS-06/07 SEC EVID

**INSURED**

Securitas Holdings, Inc., including:  
Securitas Security Services USA, Inc.;  
Securitas Security Systems USA, Inc.;  
Pinkerton Consulting & Investigations;  
Burns Int'l Security Services Corporation.  
4330 Park Terrace Drive  
Westlake Village, CA 91361

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	US00005451LI06A	01/01/06	01/01/07	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Excess of \$500,000 SIR				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ N/A
B	AUTOMOBILE LIABILITY	ISA-H07849011	01/01/06	01/01/07	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC44343630 (AOS)	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		WCUC44343654* (CA,OH,WA)	01/01/06	01/01/07	EL EACH ACCIDENT \$ 1,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	SCFC44343642 (WI)	01/01/06	01/01/07	EL DISEASE-POLICY LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	*\$750,000 S.I.R.			EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
Evidence of Insurance only.

**CERTIFICATE HOLDER**

SAMPLE CERTIFICATE

**CANCELLATION**

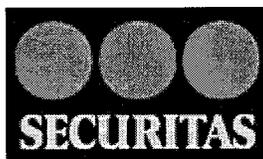
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.  
By: Mark Sato  
MM1(3/02)



VALID AS OF: 01/01/06





**AMENDMENT**  
**Modifying Contract Services Agreement**  
**Between**  
**City of Torrance ("CITY")**  
**and Securitas Security Services USA, Inc. ("CONTRACTOR")**

The Contract Services Agreement, and anything attached to, incorporated into or otherwise forming part of it (collectively, the "Agreement"), is modified as of its commencement as follows, and in case of any difference the following controls:

1. CONTRACTOR will defend (and control any such defense) and indemnify CITY, and any person or entity required to be defended or indemnified under the Agreement (collectively "CITY"), against any claim, loss, damage or expense (including reasonable attorneys fees and costs of suit) in connection with the Agreement, but only to the extent the claim, loss, damage or expense is caused by the negligence or misconduct of CONTRACTOR, its employees or agents. However, in no event will CONTRACTOR's or its insurers' liability to the CITY exceed \$3 million. Further, in no event will CONTRACTOR or its insurers be liable to the CITY for any (a) environmental damages, (b) special, indirect, punitive, exemplary, liquidated or consequential damages (including, but not limited to, loss of profits or business), or (c) damages arising from an act of war, a violent or armed action, hi-jacking or act of terrorism.
2. If CONTRACTOR provides any insurance coverage (additional insured or otherwise) for CITY or any others, such insurance coverage will not cover results of the CITY's or the others' acts or omissions.
3. CONTRACTOR may evidence additional insured status for CITY or others on a certificate of insurance. CONTRACTOR will not be obligated to provide any additional insured endorsements.
4. CITY acknowledges that CONTRACTOR maintains self-insured retentions and such are acceptable.
5. CONTRACTOR has no obligation to perform (and has no responsibility for) any duties or services other than those expressly specified in the Agreement. CONTRACTOR is not engaged as a security consultant.

6. Either party may terminate the Agreement at any time without cause or penalty, but only with thirty or more days' prior written notice to the other party.

CITY OF TORRANCE

Secuntas Security Services USA, Inc.

By: \_\_\_\_\_  
Dan Walker, Mayor

By: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Standard Amendment - Client Agreement - (1/05) – ©2005 Securitas Security Services USA.