



Request for Proposals (RFP)

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

RFP No. B2016-13

Request for Proposal (RFP) to Provide Security Services for the City of Torrance.

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted. No Exceptions

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

Date: Thursday, April 28, 2016

Time Deadline: 3:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus seven (7) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Vendor's Response (Section III of this document pages 17 through 31) on the forms provided. If additional space is required, please attach additional sheets/pages.
 - Letter of Introduction
 - Comprehensive Description of Employee Recruitment and Training Program
 - Cost Proposal
 - Proposer's Affidavit (Attachment A)
 - City's Standardized Contract (Attachment B for reference only)

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective vendors. The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

Location: Council Chamber
City of Torrance City Hall
3031 Torrance Blvd., Torrance CA 90503

Date: Thursday, April 14, 2016

Time: 10:30 A.M. Local (Pacific) Time

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon P.M. Pacific Time on Wednesday, April 20, 2016
- Your questions should be directed to:

Brian Sunshine
Assistant to the City Manager
BSunshine@TorranceCA.gov

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 3:00 p.m. on Thursday April 28, 2016. An original and seven (7) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP to Provide Security Services for the City of Torrance, RFP No. B2016-13.

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is boarded by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, a Transit System with 11 fixed bus routes that has an annual ridership of more than four million boardings, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Background:

The City of Torrance requires unarmed security services in the following areas: Katy Geissert Civic Center Library, City Hall lobby, and Torrance Certified Farmers' Market and the Fixed Bus Routes and Bus Stops throughout the Torrance Transit System.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Request for Proposal (RFP) to Provide Security Services for the City of Torrance, RFP No. B2016-13 and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, 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 contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form 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.

Mandatory Pre-Proposal Conference:

Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Vendors submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

Questions:

Questions must be submitted in writing via email to Brian Sunshine, Assistant to the City Manager, Email: BSunshine@TorranceCA.gov by 12:00 P.M Noon, local Pacific time on Wednesday April 20, 2016. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address above and on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

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 sites, 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.

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 vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due 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 company 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.

This Request for Proposals 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.

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.

Letter of Introduction:

The Proposer is required to provide a cover letter providing a brief history of the company on the form provided. State whether your company is local, regional, 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.

Affidavit:

An affidavit form is enclosed. 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. (Attachment A)

License Requirements:

The successful Proposer must be licensed in accordance with the Business and Professions Code of the State of California. The awarded Contractor must apply for and obtain, at its own expense, a City of Torrance business license before commencing work.

Fingerprinting and Background Check:

The awarded vendor, along with any employees or agents that provide any services enumerated in this Request for Proposal, is required to be fingerprinted at the Torrance Police Department before commencing any service.

The awarded vendor will at the vendor's sole expense, pay the City's standard fee for fingerprinting and Department of Justice background check ("Check") for any of the vendor's employees, agents or contractors required by law to submit to such check.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, compatibility with the City's current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support will be reviewed by determining which proposal best meets the needs of the City.

The City's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Evaluation Criteria	Description	Possible Points
Financial Viability	Financial viability will be evaluated by an analysis of the Tax Return information submitted with each proposal.	10
Proposed Cost(s)	Comparison of proposed cost(s) with those of other respondents to this RFP.	30
Technical Experience	Background and recent experience in providing the service required in this Request for Proposals.	30
Management Oversight	Demonstrated ability of Proposer's management to oversee compliance with the terms of this RFP and the resulting contract.	15
Training Program	Proposer's 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.	15
Total Points Possible		100

PART I – EVALUATION OF PROPOSALS: After receipt of proposals for this project, the City's project evaluation committee will evaluate proposals based on the criteria listed below (with exception of cost), and develop a short list of qualified Firms. The Firms on this short list will then be invited to interview with the City.

PART II – INTERVIEW: At the time of the interview, invited Firms must submit a detailed fee proposal that includes a cost for each task of the project using the tasks outlined in the Scope of Work section of the RFP. Firms may list any additional services and associated costs that are not covered in the City's scope of work. These items should be listed separately from those specifically requested so they may be considered.

PART III – POST INTERVIEW EVALUATION: After the completion of the interviews and the scoring of the interview and cost components, the City's project evaluation committee will invite the highest ranking Firm to negotiate a final contract as a result of this RFP. If negotiations fail, the next highest ranking firm will be invited to negotiate a final contract.

Grant Funding Requirement:

The portion of the contract servicing the Transit Department will contain funding from the Federal Transit Administration and State of California Proposition C 5% Security grant funds. Transit Security projects may include Transit Safety and Security Operations that provide a direct benefit to public transit service and do not supplant general law enforcement programs. These funds cannot be intermingled with the funding of the other City Departments participating in this RFP, nor can they be used to provide service to the other City Departments.

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment B), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Contract Term:

The initial contract will be for a period of 3 years, from July 1, 2016 to June 30, 2019. The City may extend the contract with two (2) additional 1-year extensions.

Fiscal Year Funding:

Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and

available for the continuance of the function performed by the Vendor, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.

Independent Contractor:

The successful proposer is, and will at all times 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 the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. 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. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract 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.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site http://www.torranceca.gov/PDF/Recommendation_to_Award_Notification.pdf

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/PDF/Bid-RFP_Protest_Procedures.pdf

SECTION II TECHNICAL REQUIREMENTS**Overview/Introduction:**

The City of Torrance is requesting proposals from qualified vendors to contract the services of a qualified contractor to provide security service for three City Departments. The requirements and needs of each department vary and are listed separately within this scope of work.

The City Departments participating in this RFP and associated service locations are as follows:

Security Services Location	City Project Manager by Location
City Hall 3031 Torrance Blvd. Torrance, CA 90503	City Manager's Office
Katy Geissert Civic Center Library 3301 Torrance Blvd. Torrance, CA 90503	Community Services Library Division
Torrance Certified Farmers' Market Wilson Park Parking Lot 2200 Crenshaw Blvd. Torrance, CA 90503	Community Services Cultural Services Division
Fixed Routes and Transit Bus Stops Throughout the Torrance Transit System Bus Routes	Transit Department /Torrance Transit System (TTS)

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Requirements:

The security Vendor will provide security personnel who will be at work on time in the appropriate uniform. The security vendor must assure that all shifts are covered and that any personnel who cannot cover their shift are back filled by trained personnel who meet the City's requirements. Supervising staff will be notified in advance, if there is a security personnel substitution.

Work Plan:

Prior to the beginning of the work, the successful proposer must provide the City a schedule and work plan for approval.

Independent Contractor:

The successful proposer is, and will at all times 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 as herein set forth. The Contractor will not at any time, nor in any manner, represent that it or any of its agents or employees are in any manner, agents or employees of the City of Torrance.

Supervision:

The Contractor will be responsible for monitoring the behavior of personnel assigned to the City of Torrance to ensure satisfactory performance of security services as required in this RFP. Occasional and random supervisory checks of personnel assigned to the City of Torrance will be a requirement of the ensuing contract. Security personnel found sleeping on the job, abandoning their assigned posts, or not properly dressed in their uniform, could result in immediate cancellation of the contract with the City.

The Contractor must replace any security officer deemed unacceptable by the City as referenced by Removal from Duty.

Removal from Duty:

The security manager or authorized City representative reserves the right to request the removal and replacement of any security officer, which he/she feels is not performing their duties properly. The replacement of the security officer must be accomplished within two (2) hours of such notification.

Personnel Selection:

The awarded contractor will be responsible for providing competent and trained personnel to provide security for the City of Torrance. Within Federal, State, and Municipal guidelines, the contractor will provide personnel who meet the following criteria:

- Each security guard must be able to read, write, and speak English clearly and must be able to write legible and intelligible reports.
- Must be physically and mentally capable of performing the security guard service
- Must have the ability to give and follow oral and written instructions in English
- Must have the ability to establish and maintain effective working relationships with the public and City staff
- Must have the ability to remain calm and use good judgment and initiative in a confrontational or emergency situation
- The individual assigned to this position must have a minimum of six months prior experience dealing with the public and have customer service experience
- Must possess a valid permanent State of California Guard Card
- The individual assigned to this position must be certified in CPR, First Aid and AED techniques as they may need to administer First Aid, and use Automated External Defibrillator (AED) devices in response to medical emergencies

Training:

The awarded Contractor is responsible for the pay of any and all on-site training of security personnel, prior to the start of the assignment with the City of Torrance. Untrained personnel may not report for service. The Contractor must provide continual training and re-certification in First Aid, CPR and Automated Electronic Defibrillator (AED) every two (2) years. The Contractor will provide one (1) trained back up for each assignment in the City Hall, the Farmer's Market and the Torrance Library. The Contractor will provide three (3) trained backups for the Transit Department. All backups for the Transit Department will receive in-house refresher training every six months.

All proposal submittals must include a comprehensive description of their employee recruitment practices and training program.

Interview:

The City may, at its discretion, interview the personnel that will be assigned to each position listed in this RFP to determine acceptability for each location as it relates to the requirements of this RFP. The awarded Contractor will be responsible for providing the City with security personnel candidates to interview two weeks prior to the implementation of the contract.

Pay Scale:

For the portion of Contract servicing the City Hall, the Farmer's Market and the Torrance Library, the Contractor will conform with no less than the State of California minimum wage law.

For the portion of Contract servicing the Transit Department, the Contractor will pay their security guard personnel \$12.00 per hour for FY 16/17; \$13.00 per hour commencing FY 17/18 and \$14.00 per hour commencing FY 18/19. Transit also requires one supervisor who will receive a \$1 premium, establishing their pay rate \$13.00 per hour for FY 16/17; \$14.00 per hour commencing FY 17/18 and \$15.00 per hour commencing FY 18/19.

Contractor will calculate the yearly cost inclusive of overhead in the individual annual cost and three year cost of the proposal.

Company Administrator:

The successful Proposer must designate a single representative from their company to be responsible for administering the contract (or contracts) issued as a result of this RFP.

Company Representative as Project Manager:

The successful Proposer must designate an individual to act as a Project Manager for the services listed in the contract issued as a result of this RFP. In the event this individual is not available or no longer employed by the successful proposer's company, the company must immediately notify the City representative in writing, and identify the name and contact information of the interim or new Project Manager.

Contractor Registration:

The successful Proposer must be licensed in accordance with the Business and Professions Code of the State of California.

Torrance Business License:

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

Proof of Insurance:

The successful Proposer must provide proof of insurance by submitting certificates of insurance and 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 B).

City Hall

Hours: Provide unarmed security guard services at City Hall during business hours from 7:30 a.m. to 5:30 p.m., Monday through Friday with alternative Fridays off. The coverage will be split between two shifts 7:30 to 12:30 and 12:30 to 5:30 excluding City Hall holidays and closed days.

Staffing: Two (2) security guards are required per day. One (1) for the 7:30 a.m. to 12:30 p.m. shift, and another individual for the 12:30 p.m. to 5:30 p.m. shift. At no time will the City allow one security guard to work both shifts.

Duties: (include but are not limited to the following)

- Provide directions to visitors
- Assure that all visitors sign in
- Issue visitor passes
- Control elevator access
- Maintain daily logs
- Write incident reports
- Assist as required during emergencies
- Provide other security related assistance

Please note that the City will not provide and does not require the use of security vehicles for this location.

Experience: The successful contractor must have at least three (3) years experience providing security service at a public facility and providing security guards that have dealt with the public and have customer service experience.

Professionalism: Security Guards must have a professional business look and demeanor while on duty.

Uniform: Security Guards assigned to City Hall are required to wear contractor provided uniforms consisting of:

- Navy blue blazer
- White shirt
- Black tie
- Black pants
- Black shoes

Torrance Public Library - Katy Geissert Civic Center Library

Hours: Provide uniformed, unarmed security guard services at the Katy Geissert Civic Center Library seven (7) days per week, excluding Library holidays and closed days.

- Monday through Thursday – 3:00 p.m. to 9:00 p.m.
- Friday – 3:00 p.m. to 6:00 p.m.
- Saturday – 10:00 a.m. to 5:30 p.m.

Beginning at the end of September (during the school year) for 32 Sundays the hours are 1:00 p.m. to 5:00 p.m. (this excludes Library holidays and closed days)

Staffing: One (1) security guard is required for each day.

Duties: (include but are not limited to the following):

- Patrol by foot, the inside of the library perimeter and maintain visibility with patrons and staff; paying special attention to isolated corners.
- Make patrols around the outside parameter of the library approximately once every two (2) hours.
- Write incident reports as required.
- Escort patrons or staff to their vehicle on an as requested basis.
- Upon arrival each day the security guard will check at the Information Desk to determine which library staff person is in charge.
- Check with each service desk to see if there were any prior incidents that day and determine if the incidents were resolved or if there is something required of the security guard to resolve the incident.
- The security guard will also check to see if a special event or program has been scheduled for that day and determine what will be required of the security guard during the special event or program.
- Prior to the library closing, the security guard will check all three levels of the library to see how many patrons are still in the building and assist in ushering individuals out of the building
- Assist staff in sweeping each level at closing, and report that information to the staff person in charge.
- Look for any unattended minors who may need assistance and escort that minor to the staff person in charge.
- Close and secure all doors of the library.
- Enforce the Library's Standards of Behavior, Unattended Child Policy, and Acceptable Use Policy (With the assistance of Library staff)
- Assist with the evacuation of the building in an emergency and perform duties to ensure the safety of all building occupants
- Under the direction of Library personnel, security personnel will assist with any potentially volatile or emergency situations.

Please note that the City will not provide and does not require the use of security vehicles for this location.

Experience: The successful contractor must have at least three (3) years experience providing security service at a public facility and providing security guards that have dealt with the public and have customer service experience.

Professionalism: Security Guards must have a professional business look and demeanor while on duty.

Uniform: Security Guards assigned to the Library are required to wear a security guard uniform provided by the contractor. Uniform must be approved by the City prior to award of a contract.

Additional Training: Security Guards assigned to the City of Torrance Library will be given a copy of and must adhere to the Library's Standards of Behavior, Unattended Child Policy, and Acceptable Use Policy.

Community Services Department – Torrance Certified Farmers' Market

Hours: Provide uniformed, unarmed security guard services at the Torrance Farmers' Market two (2) days per week, Tuesday and Saturday.

- Tuesdays and Saturdays only – 7:30 a.m. to 3:00 p.m.
- NOTE: The Torrance Certified Farmers' Market operates 52 weeks per year, rain or shine. It operates on all holidays.

Staffing: One (1) security guard is required for each day.

Duties: (include but are not limited to the following):

- Patrol by foot, the inside of the Farmers' Market and perimeter area, maintaining visibility with patrons and vendors.
- Upon arrival each day the security guard will check in with the Farmers' Market Manager.
- The security guard will also check to see if a special event or program has been scheduled for that day and determine what will be required of the security guard during the special event or program.
- Prior to the Farmers' Market closing at 1:00 p.m., the security guard will check the interior and perimeter of the Farmers' Market area to ensure all patrons and vendors have departed.
- Look for any unattended or lost minors who may need assistance in locating family members.
- Assist the Farmers' Market Manager to resolve minor incidents or conflicts as needed.
- Write incident reports as required.
- Assist with the evacuation of the Farmers' Market in the event of an emergency and perform duties to ensure the safety of all patrons and vendors.
- Patrol vendor payment process at the Farmers' Market office from 1:00 p.m. to 3:00 p.m.
- Assist Farmers' Market with enforcing "No Animals" policy.
- Escort patrons or vendors to their vehicle on an as requested basis.

Please note that the City will not provide and does not require the use of security vehicles for this location.

Experience: The successful contractor must have at least three (3) years' experience providing security service at a public facility and providing security guards that have dealt with the public and have customer service experience.

Professionalism: Security Guards must have a professional business look and demeanor while on duty.

Uniform: Security Guards assigned to the Farmers' Market are required to wear a security guard uniform provided by the contractor. Uniform must be approved by the City prior to award of a contract.

Torrance Transit System

Hours: Security services are to be provided by unarmed security personnel 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. 3:00 p.m. to 11:30 p.m. 3:30 p.m. to 12:00 a.m.	8:00 a.m. to 4:30 p.m. 1:30 p.m. to 10:00 p.m. 2:30 p.m. to 11:00 p.m.	8:00 a.m. to 4:30 p.m. 1:30 p.m. to 10:00 p.m.

Staffing: Contractor will provide five (5) security personnel including supervisor to cover the twenty-five (25) Eight (8) hour shifts listed above.

Duties: Will include, but are not limited to the following:

- Patrol Torrance Transit System (TTS) service areas and maintain visibility with patrons and staff.
- Prepare and submit incident reports and daily logs as required.
- Transport City personnel to approved locations as directed by TTS staff.
- Provide crowd control and if requested or necessitated, escort passengers off TTS buses.
- Provide foot patrol at TTS determined high activity bus stops.
- Security personnel will be given rotating assignments at the discretion of the TTS staff. These assignments will include roving patrols of the TTS service area. Every day, at least one officer will patrol the vicinity of the Del Amo Fashion Center during peak hours. Occasionally, assignments will require undercover work aboard TTS buses.
- Any other duties as assigned by TTS Management staff.

Professionalism: Security personnel must have a professional appearance and demeanor at all times while on duty.

Uniform: A Contractor provided uniform must be worn while on duty. It must be cleaned, pressed and presentable at all times. The uniform shall consist of the following: (please see the photograph on the next page that illustrates a sample of the required uniform.)

- Dark blue, short sleeved uniform shirt with light blue pocket flaps and light blue epaulets
- Dark blue uniform pants with multiple pockets
- Dark blue tie
- Dark blue uniform jacket
- Dark blue or black socks
- Black shoes or boots (leather upper - no athletic shoes)



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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 of Torrance/Torrance Transit.

Equipment:

- The Transit department will provide a two-way radio to each assigned security personnel for communication with TTS personnel.
- Vehicles will be provided by the Transit department (Vehicle insurance will also be provided by the City of Torrance.)

Additional Experience and Requirements:

- The Contractor must be licensed under the provisions of the California Business and Professions Code and the California Code of Regulations.
- Security personnel assigned to this area must be unarmed and must be registered with the Bureau of Security and Investigative Services.
- Security personnel 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.
- Security personnel assigned to this area must provide proof of current licenses/certifications for: Basic First Aid and Cardio Pulmonary Resuscitation (CPR).
- Security personnel assigned to this area must have a valid Class C California Driver's License. A California Department of Motor Vehicles (DMV) "H-6" printout must be provided to the Senior Business Manager for each officer assigned to TTS, prior to their first day on duty. Assigned security personnel must have an acceptable DMV record.

Supervision:

The awarded contractor is responsible for monitoring the behavior of personnel assigned to TTS to ensure satisfactory performance of security services as required under the contract issued as a result of this RFP. The Contractor must perform random unannounced supervisory checks of its security personnel assigned to TTS at least once every month. The result of these checks must be reported, in person, to the TTS Senior Business Manager or their designee. Failure to comply with assignments given may result in immediate removal from this post. The contractor must immediately correct any such performance failures on the part of its employees.

Security personnel will be under the direction of TTS staff at all times while on duty. 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.

Pay Scale for Personnel Assigned to the Torrance Transit System:

As noted earlier, for the portion of Contract servicing the Transit Department, the Contractor will pay their security guard personnel \$12.00 per hour for FY 16/17; \$13.00 per hour commencing FY 17/18 and \$14.00 per hour commencing FY 18/19. Transit also requires one supervisor who will receive a \$1 premium, establishing their pay rate \$13.00 per hour for FY 16/17; \$14.00 per hour commencing FY 17/18 and \$15.00 per hour commencing FY 18/19.

SECTION III PROPOSAL SUBMITTAL

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

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

 Name of Company

 Street Address

 City

 Zip Code

 Telephone Number

 Fax Number

 Printed Name/Title

 E-Mail Address

 Signature

 Date

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company?: No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries?: No Yes, _____
(Name of Subsidiary Company)

Business History:

Years 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?

Contact for Additional Information:

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

 Printed Name

 Title

 Telephone

 E-Mail Address

Proposal Submittal (continued):

Vendor Name: _____

Contractor’s Licensing Information:

State of California License Number: _____ Expiration Date: _____

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Project Start and Completion:

The initial contract will be for a period of 3 years, from July 1, 2016 to June 30, 2019.
The awarded Contractor will be responsible for providing the City with security personnel candidates to interview two weeks prior to the implementation of the contract.

Renewal Option:

The City may extend the contract with two (2) additional 1-year extensions.

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

Yes _____ we would agree to add one (1) additional year (after initial 3-year contract term) _____ (initial here)

Yes _____ we would agree to add two (2) additional years (after initial 3-year contract term) _____ (initial here)

No _____ we would not be interested in renewing this contract. _____ (initial here)

Proposal Submittal (continued):

Vendor Name: _____

Contract Representative:

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

Project Manager:

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

Proposal Submittal (continued):

Vendor Name: _____

References: (For Services you have provided that are similar to those required for the City Hall, Katy Geissert Civic Center Library, and Torrance Certified Farmers' Market).

Provide at least three references for companies or agencies where you have performed similar services as the services required in this RFP for **City Hall, Katy Geissert Civic Center Library, and Torrance Certified Farmers' Market** service locations. California Municipal governments are preferable. (See below for additional references required for the Torrance Transit System)

1. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

2. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

3. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

Proposal Submittal (continued):

Vendor Name: _____

References: (For Services you have provided that are similar to those required for the Fixed Bus Routes and Transit Stops throughout the Torrance Transit System).

Provide at least three references for companies or agencies where you have performed similar services as the services required in this RFP for the **Torrance Transit System**.

1. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

2. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

3. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and 7 copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include proof of your State of California License Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Letter of Introduction information on page ____ of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Are your Wage Rates (Non-Prevailing) Included?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement Continued	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Please indicate your price to provide monthly services as indicated in this RFP	\$ _____/Month
Did you describe your experience with similar agencies?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you describe your recruitment and training practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.

Vendor Name: _____

Cost Detail:

Please explain in detail the cost breakdown for each of the service locations.

City Hall

Expense Category	Hourly Rate
Employee Wages	\$
Employee Benefits such as worker's compensation, insurance, etc (Please list below)	\$
Management Oversight	\$
Other Expenses (Please list below)	\$
Total Composite Hourly Rate	\$

Employee Benefits (Please itemize below)	
Employee Benefit Description	Hourly Rate
	\$
	\$
	\$
	\$

Other Expenses (Please itemize below)	
Other Expense Description	Hourly Rate
	\$
	\$
	\$
	\$

Annual Composite Hourly Rate	Maximum Annual Number of Hours for City Hall Location	Total Not to Exceed Annual Cost <small>(Composite rate multiplied by maximum number of hours)</small>
\$ (Year 1)	2,340	\$
\$ (Year 2)	2,340	
\$ (Year 3)	2,340	

Employee Leave Benefits			
Please indicate the leave benefits you provide for your employees:			
Sick Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Hours per year
Vacation Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Hours per year
Holiday Pay	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Hours per year
Please list all paid Holidays		_____ _____ _____ _____	

Vendor Name: _____

Cost Detail: (continued)

Torrance Public Library - Katy Geissert Civic Center Library

Expense Category	Hourly Rate
Employee Wages	\$
Employee Benefits such as worker's compensation, insurance, etc (Please list below)	\$
Management Oversight	\$
Other Expenses (Please list below)	\$
Total Composite Hourly Rate	\$

Employee Benefits (Please itemize below)	
Employee Benefit Description	Hourly Rate
	\$
	\$
	\$
	\$

Other Expenses (Please itemize below)	
Other Expense Description	Hourly Rate
	\$
	\$
	\$
	\$

Composite Hourly Rate	Maximum Annual Number of Hours for Katy Geissert Civic Center Library location	Total Not to Exceed Annual Cost <small>(Composite rate multiplied by maximum number of hours)</small>
\$ (Year 1)	1922	\$
\$ (Year 2)	1922	
\$ (Year 3)	1922	

Employee Leave Benefits		
Please indicate the leave benefits you provide for your employees:		
Sick Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Vacation Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Holiday Pay	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Please list all paid Holidays		

Vendor Name: _____

Cost Detail: (continued)

Torrance Certified Farmer's Market

Expense Category	Hourly Rate
Employee Wages	\$
Employee Benefits such as worker's compensation, insurance, etc (Please list below)	\$
Management Oversight	\$
Other Expenses (Please list below)	\$
Total Composite Hourly Rate	\$

Employee Benefits (Please itemize below)	
Employee Benefit Description	Hourly Rate
	\$
	\$
	\$
	\$

Other Expenses (Please itemize below)	
Other Expense Description	Hourly Rate
	\$
	\$
	\$
	\$

Composite Hourly Rate	Maximum Annual Number of Hours for Torrance Certified Farmer's Market location	Total Not to Exceed Annual Cost <small>(Composite rate multiplied by maximum number of hours)</small>
\$ (Year 1)	780	\$
\$ (Year 2)	780	
\$ (Year 3)	780	

Employee Leave Benefits		
Please indicate the leave benefits you provide for your employees:		
Sick Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Vacation Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Holiday Pay	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Please list all paid Holidays NOTE: The Torrance Certified Farmers' Market operates 52 weeks per year, rain or shine. It operates on all holidays.		

Vendor Name: _____

Cost Detail: (continued)

Torrance Transit System

Expense Category	Hourly Rate
Employee Wages	\$
Employee Benefits such as worker's compensation, insurance, etc (Please list below)	\$
Communications Equipment	\$
Management Oversight	\$
Other Expenses (Please list below)	\$
Total Composite Hourly Rate	\$

Employee Benefits (Please Itemize)	
Employee Benefit Description	Hourly Rate
	\$
	\$
	\$
	\$

Other Expenses (Please Itemize)	
Other Expense Description	Hourly Rate
	\$
	\$
	\$
	\$

Composite Hourly Rate	Maximum Annual Number of Hours for Torrance Transit System location	Total Not to Exceed Annual Cost <small>(Composite rate multiplied by maximum number of hours)</small>
\$ (Year 1)	10,400	\$
\$ (Year 2)	10,400	
\$ (Year 3)	10,400	

Employee Leave Benefits		
Please indicate the leave benefits you provide for your employees:		
Sick Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Vacation Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Holiday Pay	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Hours per year
Please list all paid Holidays		

Proposal Submittal (continued):

Vendor Name: _____

Cost Proposal:

Proposers are to submit a proposal for all of the four service locations; City Hall, Katy Geissert Civic Center Library, Torrance Certified Farmer's Market, and the Torrance Transit System.

Proposal (Cost for all 4 Service Locations)	
Cost By Security Service Location	Not to Exceed Cost
City Hall 3031 Torrance Blvd. Torrance, CA 90503	\$
Katy Geissert Civic Center Library 3301 Torrance Blvd. Torrance, CA 90503	\$
Torrance Certified Farmers' Market Wilson Park Parking Lot 2200 Crenshaw Blvd. Torrance, CA 90503	\$
Fixed Routes and Transit Bus Stops Throughout the Torrance Transit System Bus Routes	\$
Total Contract Cost for all locations	\$

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 material man, 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)

CONSULTING SERVICES AGREEMENT

This CONSULTING 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 CONSULTANT Name, type of entity (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to insert brief description of services.
- B. In order to obtain the desired services, CITY has circulated its Request for Proposal for insert brief title of RFP, RFP No. insert RFP No. (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT 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, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

- 1. **SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT will provide the services and install those materials listed in CONSULTANT’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. CONSULTANT warrants that all work and services set forth in the Proposal 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. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT 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 CONSULTANT, 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 CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT 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, CONSULTANT 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 termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on 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 CONSULTANT, CITY may, at the expense of CONSULTANT 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 CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances,

however, CONSULTANT 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 CITY as against CONSULTANT or its surety then existing, or that 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 CONSULTANT 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 that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (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 CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then 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. CITY will not take action until CONSULTANT 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 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 will be excused for a period equal to the period of that cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (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 CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT'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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT 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

CONSULTANT 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 CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT's agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT 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. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT's

obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

CONSULTANT 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, CONSULTANT warrants that CONSULTANT (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 required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT 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. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of CONSULTANT's time pertaining to the project, and records of accounts between CITY and CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation, specifications, drawings, progress reports and the like, relating to the work and services identified in Exhibit A. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City

Affiliates”) 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 CONSULTANT, its officers, employees, agents, subCONSULTANTS or vendors. CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT 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 CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT and its subCONSULTANTS must maintain at their 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 CONSULTANTS/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 CONSULTANT will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former 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 insureds under the automobile and general liability policies.
- D. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

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 CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT 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 by 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

CONSULTANT 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 first 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. CONSULTANT'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a municipal corporation

Firm Name
Type of Entity

Patrick J. Furey, Mayor

By: _____
Signer
Title

ATTEST:

Rebecca Poirier, MMC
City Clerk

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

By: _____

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal

Revised: 7/15/2014
[Contract Services 87474_1.doc]

EXHIBIT A
REQUEST FOR PROPOSALS

[To be attached]

[Contract Services 87474_1.doc]

EXHIBIT B
PROPOSAL
[To be attached]

