

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH LYONS SECURITY SERVICE INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19<sup>th</sup> day of November, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Lyons Security Service, Inc., a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to perform security services on an as needed basis, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total annual compensation shall not exceed Four Hundred Ninety Thousand Dollars (\$490,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Appendix A of Exhibit "A," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for three (3) years, ending on November 18, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### **IF TO CONSULTANT:**

Lyons Security Service, Inc.  
505 S. Villa Real, Suite 203A  
Anaheim, CA 92807

### **IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Tel: (714) 754-5679  
Attn: Nicholas Guidice

Tel: (714) 754-5679  
Attn: Monique Villasenor

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or

authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall 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. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby



agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell  
City Manager

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

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Monique Villasenor  
Project Manager

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Brian Gruner  
Parks and Community Services Director

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

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

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

**EXHIBIT A**

**REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSAL**

**FOR**

**Unarmed Security Guard Services**



**Parks and Community Services Department**

**CITY OF COSTA MESA**

**Released on May 3, 2024**

## REQUEST FOR PROPOSAL FOR Unarmed Security Guard Services

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for Unarmed Security Guard Services for the Parks and Community Services Department. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 5 years. The City reserves the right to award one or more contracts for this service.

### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of over \$234 million for fiscal year 2023-2024.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.



If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**2. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

<b>Release of RFP</b>	<b>May 3, 2024</b>
<b>Deadline for Written Questions</b>	<b>May 10, 2024 by 11:00am</b>
<b>Responses to Questions Posted</b>	<b>May 15, 2024</b>
<b>Proposals are Due</b>	<b>May 21, 2024 by 2:00 p.m.</b>
<b>Interviews (if held)</b>	<b>May 30-31</b>
<b>Approval of Contract</b>	<b>June 18, 2024</b>

**\*\*All dates are subject to change at the discretion of the City.**

**3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a) The Proposer must have 5 years' experience, within the last 10 years, and demonstrate a comprehensive understanding and practice of the needs of the City, or provide evidence of services equivalent or similar to the services identified in **Appendix A, Statement of Work**, and indicate success rate of such services, with data that indicates the cost versus benefit of hiring this company.
- b) The Proposer must have a Project Manager/Designated Point of Contact assigned to the Contract, with prior experience working with a similar municipality.
- c) The Proposer must have an office located in a radius of 50 miles from the City, and the Project Manager/Designated Point of Contact must be available to meet on site, on City property, for all meeting requests.
- d) The Proposer must have appropriate certificates/professional accreditations for the state of California to provide requested services, and provide a full spectrum of services offered by the proposer, as well as the organizational structure/chart, company history, company philosophy, overview of services, company strengths, major customers and services provided, in the services, as requested in **Appendix A, Statement of Work**.

## **II. GENERAL INSTRUCTIONS AND PROVISIONS**

**1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and

should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
  1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
  5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
  6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.

7. Fee schedule must include costs for each location and fee schedules for any hours outside of the proposed hours of operation at each location.

- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these

services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
  - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
  - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution
  7. Cost Proposal

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following: **Fee schedule must include costs for each location, special event and fee schedules for any hours outside of the proposed hours of operation at each location.**
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on May 21, 2024**. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **May 10, 2024 by 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of

the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten(10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Method of Approach ----- 25%**
2. **Qualifications of Experience of Key Personnel ----- 30%**
3. **Staffing ----30%**
4. **References ----5%**
5. **Cost Proposal ---- 10%**

**4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee

may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **May 30-31, 2024** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or via zoom. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 6. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:
- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.

- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

**6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but



not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

## **APPENDIX A**

### **SCOPE OF WORK FOR UNARMED SECURITY GUARD SERVICES**

This Request for Proposal (“RFP”) is intended to solicit information and proposals from qualified Security Guard Services suppliers capable of meeting the City of Costa Mesa’s needs for its various facilities outlined in this Scope of Work and map in Exhibit 1. The professional security guard service provider shall actively patrol various areas, on a schedule as outlined below subject to site circumstances.

All professional services are to be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances. The Security Officer shall be present at all times. Lunches and breaks will need to have the proper coverage. The patrolling of the area shall be supplemented with a Segway or other similar motorized vehicle, to actively deter illegal activity. The maintenance, fuel and/or vehicle charging will be the responsibility of the vendor. The selected vendor shall provide daily reports to City staff describing their daily activity, observations and interactions with the public. The selected vendor will have significant expertise in the areas necessary to meet the needs and requirements set forth in this RFP. Critical criteria in City’s evaluation process will include the vendor’s ability to share data and jointly develop services that meet the City’s needs. Through this RFP process, the City of Costa Mesa desires to enhance service efficiency and minimize costs and risk, while at the same time providing the vendor with the incentive to successfully perform based upon pricing, the operational parameters, the negotiations between the parties and a formal written agreement documenting the parties’ relationship.

The scheduled of services required will consist of:

- One un-armed security officer for 24-hour security service, including holidays, and inclement weather, at the Lions Park Campus which includes the Downtown Recreation and Aquatic Center (1860 Anaheim Ave.), the Norma Hertzog Community Center, and Luke Davis Baseball Complex.
- One un-armed security officer at the Costa Mesa Senior Center, Monday through Friday, 7:30 a.m. to 4 p.m. (Schedule subject to change upon agreement of both the City and selected vendor)
- One un-armed security officer at each of the three Newport Mesa Unified School District Elementary schools which include Rea Elementary (661 Hamilton St.), Wilson Elementary (801 Wilson St.), and Whittier Elementary (1800 Whittier Ave.), on weekends from 8:00 a.m. to 6:00 p.m. and non-holiday school closures/breaks which can include weekdays in the Winter, Spring and Summer seasons. (Schedule subject to change based on school district calendar)
- Various special event security services up to five events for 6-hour durations. (Time and days to be determined)

### **GENERAL SCOPE OF SERVICES**

A. The vendor will need to ensure that they can provide the services through following mechanisms, including:

- Daily reporting by each assigned personnel, at 1-2 hour intervals, with documentation and logging of any interaction with the public. For the 24/7 hour monitoring, the reporting forms will be available at the Lions Park Campus, at the Downtown Recreation Center (1860 Anaheim Ave.); for the Costa Mesa Senior Center (695 W. 19<sup>th</sup> Street), the reporting forms will be available on site.
- Security personnel are to monitor all areas, as outlined in the attached maps (Exhibit 1), on a continuous basis. At no point in time should the area be left without a security personnel, and all designated breaks, as required by law, need to be covered by appropriate security personnel.
- Security personnel shall continuously monitor the encompassing area, as well as perform walkthroughs through all City and School buildings, which will include common areas and throughways.
- Security personnel are to immediately report suspicious activity, and contact the appropriate emergency personnel in situations where safety is compromised or criminal activity is evident.
- Security personnel are to deter any type of illegal activity, and ensure that areas of travel are clear for accessibility.
- Security personnel are to ensure that use of any reservable and/or permitted space is used appropriately, and that any group that is utilizing the space has a reservation and/or permit.
- The expectation is that the Security Personnel will alleviate and deter activity that is not conducive to productive and appropriate use of the area.
- Security personnel are to provide/share appropriate available resources to the community, including making appropriate referrals to individuals who may have questions about the City and/or available resources in the community.
- For information not known to the security personnel, the expectation is that they will document questions from members of the staff and ensure that information is received by City staff for appropriate follow-up.

**B.** The assigned Security Officer is to be highly visible and identified as a professional security guard. They will be required to wear a professional uniform and badge. The guard shall be highly vigilant in actively patrolling while on duty. A stationary guard is not acceptable. The use of cell phone should only be for work related issues. The security services shall include the use of two-way radios and cell phones too quickly relay information to City staff and/or emergency personnel.

- The Vendor shall work to promote mutual trust and cooperation with the public and visitors within the patrol area.
- The selected vendor will use the Downtown Recreation Center as their headquarters for checking in, checking out and file keeping.
- The selected vendor will provide a list of contacts throughout the City and to maintain contact with the appropriate personnel in regards to the information that is relayed. The list will include, but not be limited to the Parks and Community Services Staff, Community Outreach Groups, the Costa Mesa Police Department and the Costa Mesa Fire Department. There

may be a need to communicate with more than one of the City's contacts.

- The selected vendor will provide a list of authorized field use and activity and shall verify/confirm that the users are authorized to use the fields.
- The patrol area may be subject to change during any construction activity.
- The selected vendor will have, at minimum, quarterly meetings with City staff to discuss and evaluate if the needs of the City are being met, what types of activity they are seeing, any trends that might be of concern and to do an overall evaluation of the security guard services and make any necessary adjustments to the services provided.

## **REPORTS**

An hour-by-hour log shall be kept for all activities taking place during each shift.

The selected vendor shall complete and submit a Daily Report Form to the City Contract Coordinator upon completion of each daily shift. The daily report shall include listing all occurrences with significant data pertaining to all activities.

In the event of an unusual occurrence, the selected vendor shall submit an Incident Report to the City Contract Coordinator, along with the Daily Report Form within 24-hours of the occurrence to the City's Contract Manager.

All required written records, including copies of police reports that may have been obtained shall be turned into the City contract manager.

## **PERSONNEL**

Security officer assigned to perform work under this contract shall wear uniforms at all time. These uniforms must clearly identify the name of the security company and the name of the individual security guard, in conformance with California State requirements. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.

All security personnel must maintain a courteous and respectful demeanor when dealing with all members of the public. Security personnel will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason.

Security officer employed by the vendor to perform work under this contract shall:

- Be able to communicate effectively in both written and oral English
- Be physically and emotionally capable of performing the assigned tasks

## **EQUIPMENT**

Vendor shall furnish all equipment necessary to perform the work as described herein. All equipment shall be kept in good repair and shall conform to all federal, state and local requirements.

Required equipment shall include but not be limited to:

- A vehicle to perform security inspections during shift, with visible company identification to allow for rapid transportation around and throughout the designated patrol area.
- Security officer shall be equipped with portable communication devices permitting 24-hour communication with company headquarters and/or with appropriate law enforcement agencies

and other designated contacts.

- Flashlight

## **WORK SCHEDULE**

**A. Beginning of Shift:** At the start of each work shift the vendor's security officer shall document the time of arrival and discuss any significant security matters with the security officer from the previous shift.

**B. End of Shift:** At the end of each work shift the vendor's security officer shall advise City staff of any incidents or events that occurred during the previous work shift, regardless of the severity of the incident. Any and all written reports prepared during the shift shall be submitted to the designated person and/or deposited in the designated mailbox at the end of the work shift.

**C. Change of Shift:** Vendor shall ensure that continuous coverage is maintained during shift changes. Under no circumstances, will there be a total absence of active security service personnel during the hours covered by this contract.

- All work during hours listed shall be continuous. Breaks shall only be taken at designated times and areas and when adequate coverage is maintained.
- Documentation of shift changes occurring after operational shift hours must be provided to City staff upon request.
- Guard shift changes during operating hours of City Facilities are to occur at the designated check-in/check-out location within the designated community center.
- Security personnel shift changes after operation hours must be recorded and monitored by the vendor and must include proof that the check-in and check-out occurred at the predetermined scheduled times and that the check-in and check-out occurred within the confines of the designated patrol perimeter.
- During operational hours of City facilities, security personnel shift changes are to occur at the designated check-in/check-out location within the designated community center.

**PERFORMANCE DUTIES:** The security officer shall maintain a constant and visible presence around and throughout the perimeter of all sites. Work performed shall consist of providing a security officer to perform security services as described herein:

### **A. General**

- Routinely patrol through the confines of sites, including areas between all buildings, structures, and gated field and park space.
- Supervise and control access to the City facilities and grounds within the patrol perimeter outlined in Attachment A
- Routinely check in with designated City staff and/or Library staff at the designated location(s) during operating hours of City facilities.
- Provide security inspections, scheduled rounds to tracking system location as designated, detection and investigation of buildings, ground and appurtenances of the sites.
- Ensure City and School owned building exteriors, structures, and gates are locked

during after-hours non-operation and closures.

- Perform inspection, detection and investigation of all security–related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to City Contract Coordinator
- Assisting City staff with ensuring the City’s municipal codes are not being violated
- Informing the public of the City’s municipal codes applicable to City parks and facilities
- Contact appropriate personnel and police in case of unauthorized door openings or closings within the sites.
- Screen visitors of facilities within the patrol perimeter.
- Question and check ID of anyone who enters the premises during and after normal working hours and record said entry on daily report document (only City staff with proper identification will be allowed within City facilities after normal operating hours)
- Be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action
- Security personal must investigate all credible reports of suspicious, illegal activity from members of the public within the confines of the designated patrol perimeter and report all evidence of vandalism
- Observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the Costa Mesa Police Department and to designated Parks and Community Services Department staff.
- Communication shall be established with local law enforcement agencies in order to provide information on criminal activity taking place on site. This communication shall include immediate communication required for emergency situations (i.e. gunfire, domestic violence, etc.) as well as communication required for subsequent investigations of criminal activity
- Report inoperative interior and exterior lighting
- Contact appropriate City representative, police and/or other emergency response personnel as required in the event of an emergency
- Notify the appropriate law enforcement agency immediately of any unlawful activity
- Contact the police department in the event of observing or witnessing a potential problem
- Report any action taken by the security guard regarding any ordinance and/or rule enforcement, or emergency, in writing to the designated City staff
- Security officer shall remain within the patrol perimeter at all times throughout the duration of the shift.
- Document all reports of suspicious, illegal activity and/or vandalism. Include the nature, precise location, and outcome of all incidents in addition to any other pertinent details.

The un-armed security guard duties may, at the discretion of City staff, also include, but not be limited to:

- Inspection of all floors of City facilities with the patrol perimeter. Preferably at unscheduled 1 ½ hour intervals.
- Periodic inspection of outside property which shall include all parking lots, office buildings, and ensure proper use of handicapped parking and fire zones
- Periodically inspect all exits, including fire stairwells and respond to alarms indicating unauthorized use
- After business hours, inspection of office and building door lock, verification that sensitive areas are secured
- Investigate fire, burglar and pull-cord alarms for entire patrol area

## **EMERGENCIES**

Security officers shall respond promptly and appropriately to all security-related emergencies and requests for emergency assistance regardless of the nature of the emergency.

Upon determination of the nature of the emergency, the security officer shall immediately notify the appropriate law enforcement agency, fire department and/or medical aid provider as required.

Medical aid administered by the security officer shall be only to the extent that the officer is qualified to administer in accordance with the officer's level of certification.

The security officer shall interface immediately with any law enforcement agency responding within the patrol perimeter outlined in attachment A

## **KEYS**

Any keys issued to security personnel must be responsibly maintained and securely stored. Keys and combination lock codes are only to be exchanged between security personnel at designated shift rotations and to City staff upon request. Security personnel will not open any facility, structure, or gate for any member of the public without direction from City staff with the exception of emergencies.

Vendor will be responsible for expenses incurred from lost keys or from vandalism directly caused from inappropriate use of City issues keys or combination locks.

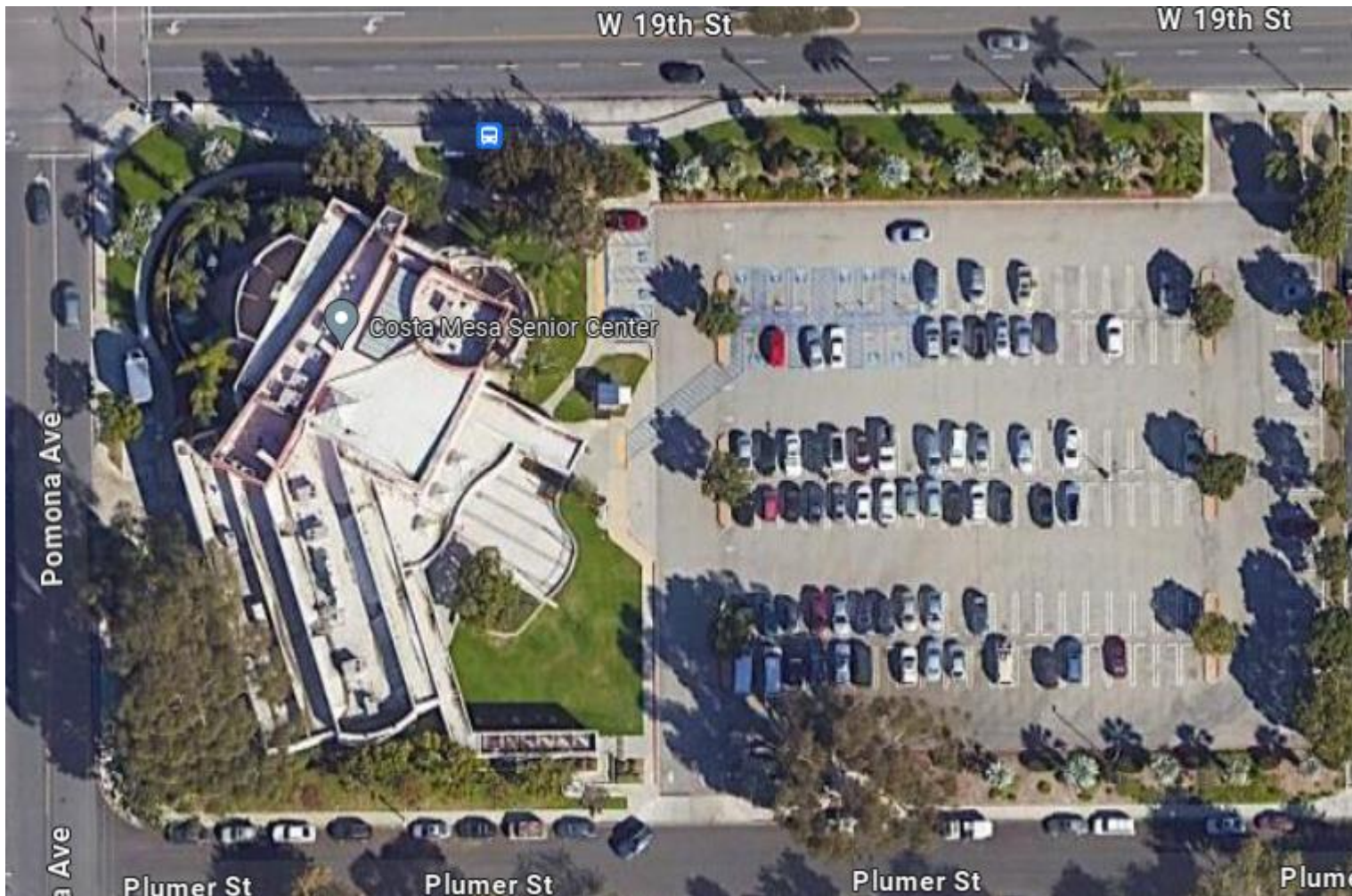


## EXHIBIT I

### Lions Park Campus

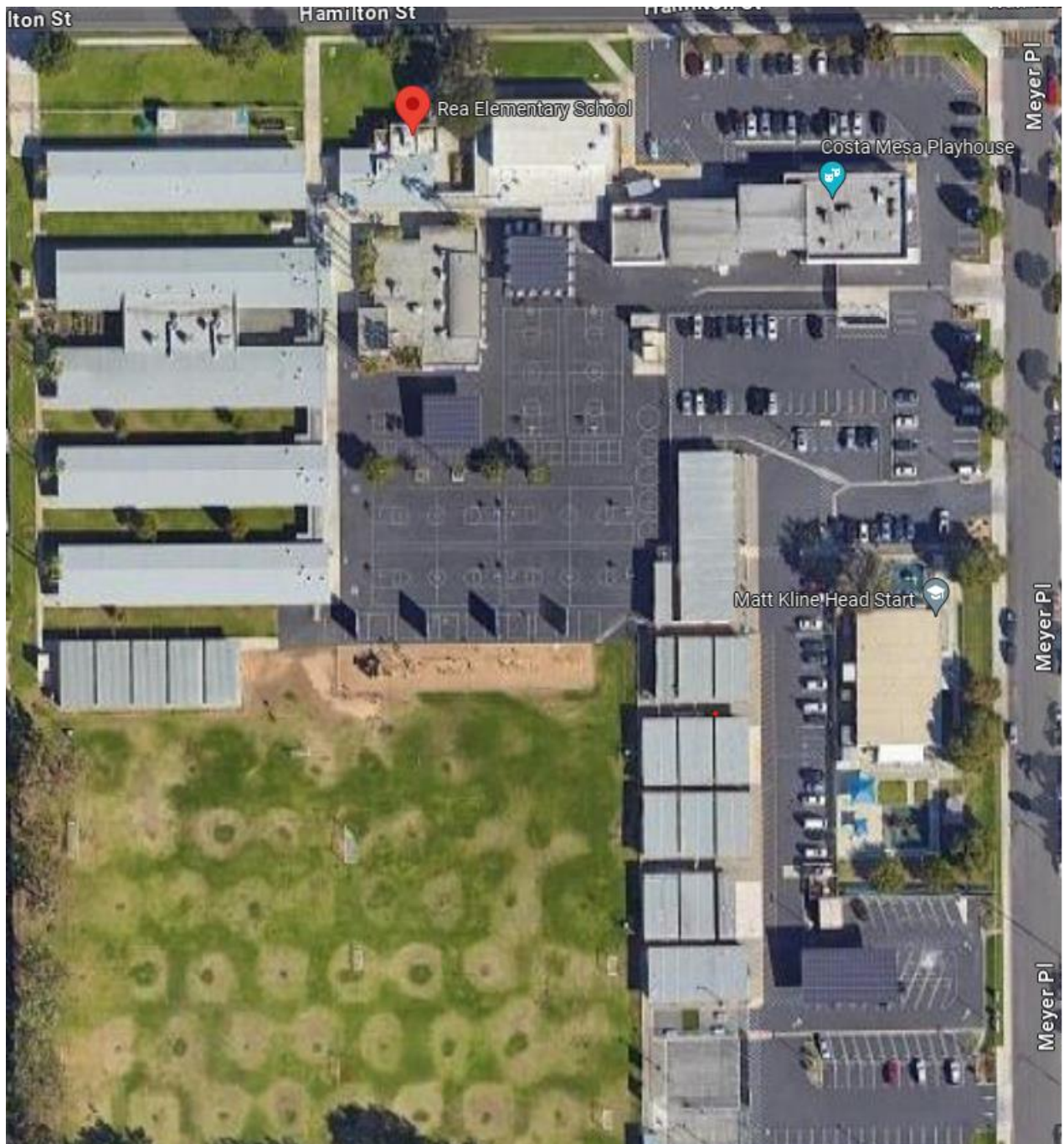


## Costa Mesa Senior Center

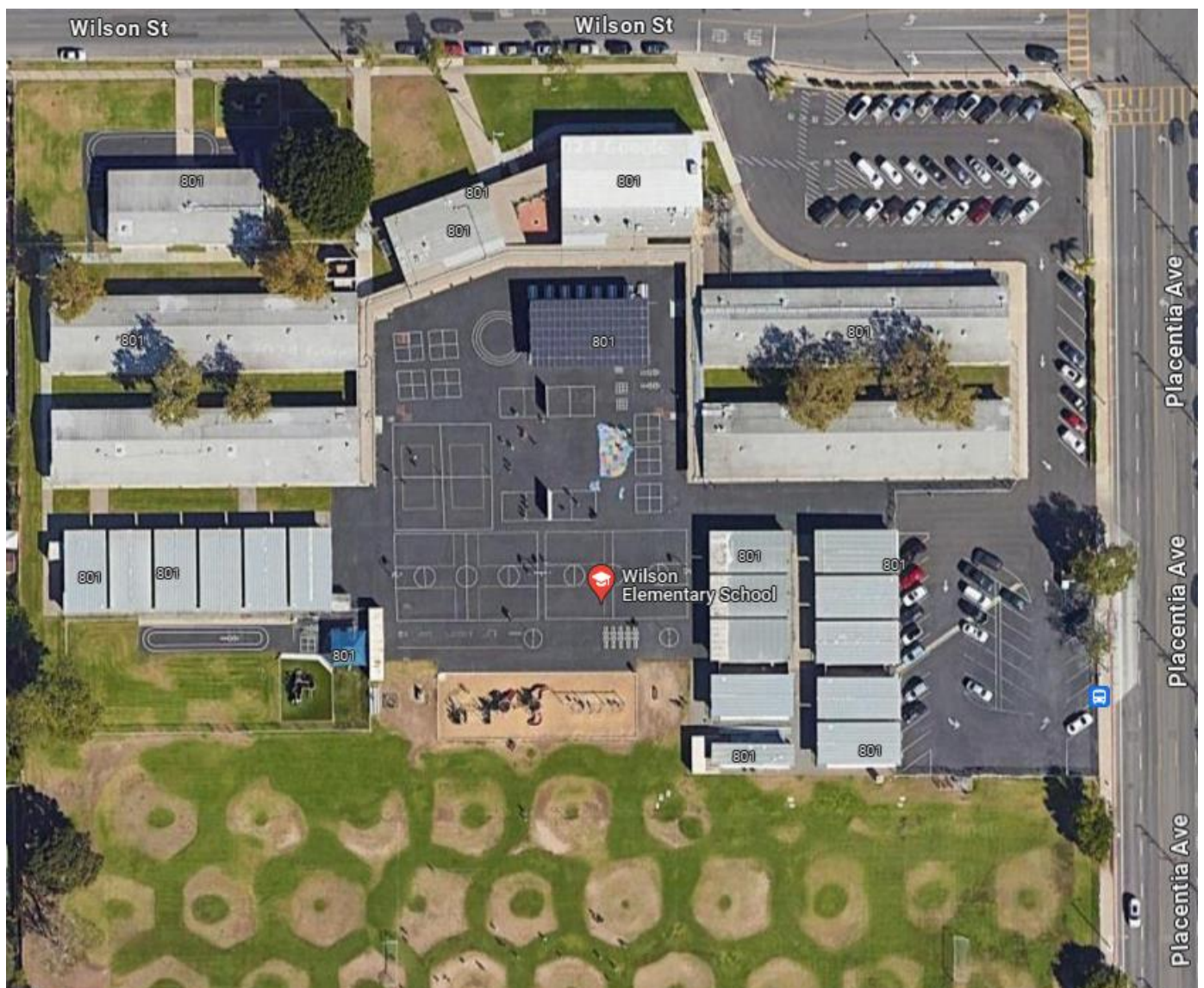




## Rea Elementary School

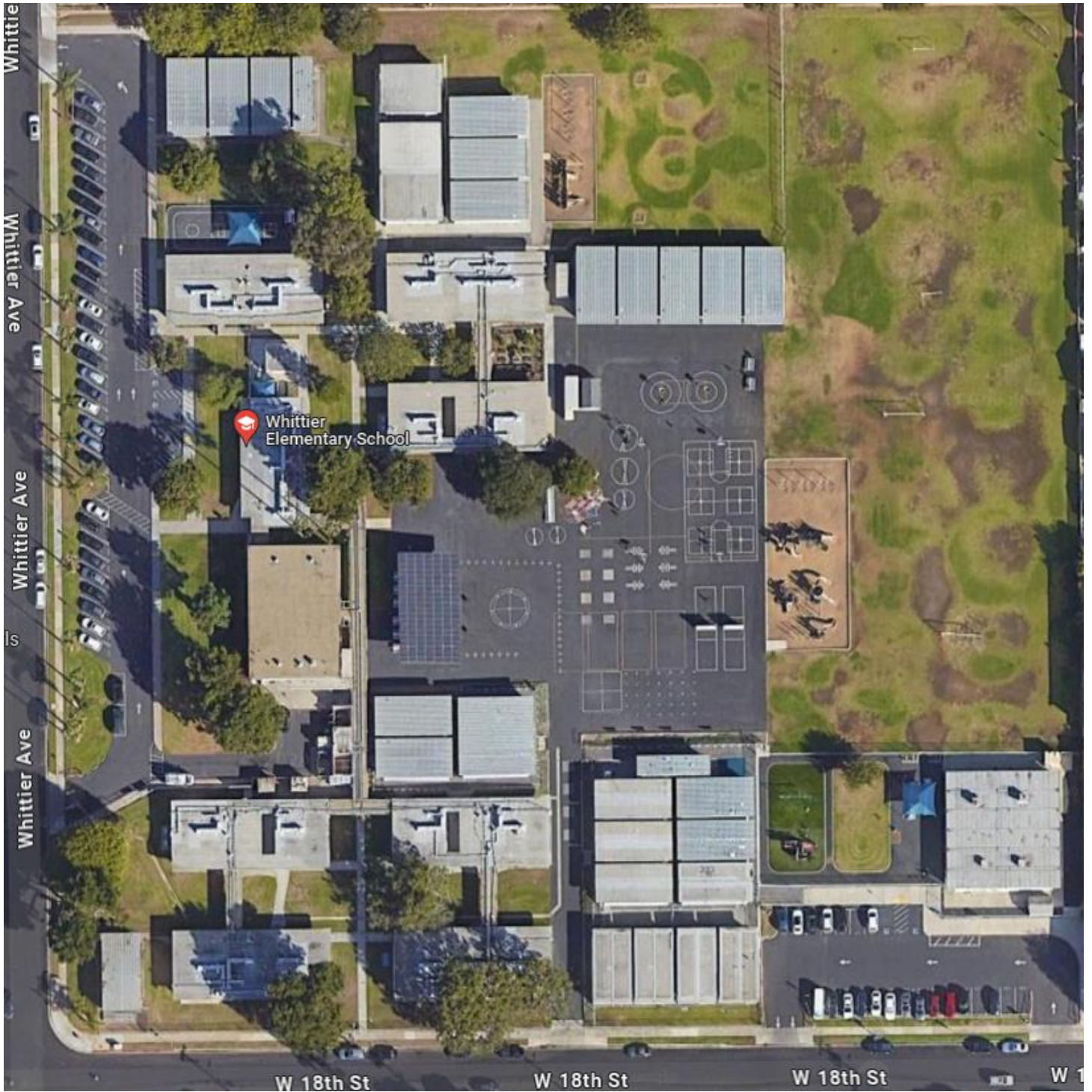


## Wilson Elementary School





## Whittier Elementary School



**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



ALWAYS ON TARGET.

May 21, 2024

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Subject: RFP No. 24-10.C05416

Please accept our proposal for the above-referenced request for proposals. Lyons Security Service, Inc. is a privately held company in Costa Mesa with over thirty-five years of experience providing security services throughout the United States. We have reviewed the Scope of Work specifications and certify that Lyons Security Service, Inc. can comply with the RFP.

Our literature will prove that Lyons Security Service, Inc. can handle this contract. Should the City of Costa Mesa choose Lyons Security Service, Inc., they will receive a company that:

- ☐ Provides a blend of superior customer service with proven results.
- ☐ Has an experienced and accessible security management team.
- ☐ Works well with local governments, the public, businesses, and people experiencing homelessness.
- ☐ Has references that show our service is second to none.
- ☐ Is not the cheapest, but the best!

Lyons Security Service, Inc. is not just interested in the RFP; we believe we are the best choice. As the current security provider for the city of Costa Mesa as well as the provider for some of the largest cities in Orange County, including Aliso Viejo, Anaheim, Huntington Beach, Newport Beach, Orange, and Santa Ana, we bring a wealth of experience and a proven track record. We are the only provider with an in-house trainer who teaches a P.O.S.T. certified Homeless Liaison Officer course, a unique offering that sets us apart and adds significant value to our service. The City will find that Lyons Security offers an advanced training program to reduce liability and increase customer service, demonstrating our commitment to excellence.

The City of Costa Mesa is not obligated to pay any costs incurred by Lyons Security Service, Inc. in preparing and submitting our response to the RFP. Furthermore, this RFP response and all data, documents, and other products used throughout the project's life shall be incorporated as part of our proposal and become the property of the City of Costa Mesa. They will be retained or disposed of accordingly. Lyons Security Service, Inc. certifies it does not have any potential, actual, or apparent conflicts of interest that may exist between any current client and the City of Costa Mesa.



ALWAYS ON TARGET.

For any questions or comments about this response during the evaluation period, you may contact:

Nicholas Guidice, President  
Lyons Security Service, Inc. PPO 12687  
505 S. Villa Real Dr., Suite 203A, Costa Mesa, CA 92807  
Telephone: (714) 504-8969 Email: [Nicholas@lyonssecurityinc.com](mailto:Nicholas@lyonssecurityinc.com)

I, the undersigned, am the Corporate Officer responsible for preparing this proposal and have the authority to negotiate and bind on behalf of Lyons Security Service, Inc. This proposal shall remain valid one hundred twenty (120) days after submission.

Sincerely,

*nicholas guidice*

Nicholas Guidice  
President





**VENDOR APPLICATION FORM  
FOR  
RFP No. 24-10 for Unarmed Security Services**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Lyons Security Service, Inc.

Contact Person for Agreement: Nicholas Guidice

Title: President E-Mail Address: Nicholas@lyonssecurityinc.com

Business Telephone: (714) 504-8969 Business Fax: N/A

Corporate Mailing Address: P.O. Box 18955

City, State and Zip Code: Anaheim CA 92817

Contact Person for Proposals: Nicholas Guidice

Title: President E-Mail Address: Nicholas@lyonssecurityinc.com

Business Telephone: (714) 504-8969 Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Nicholas Guidice	President	(714) 504-8969
Nicholas Guidice	Secretary	(714) 504-8969

Federal Tax Identification Number: 33-0726010

City of Costa Mesa Business License Number: 50902

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 11/30/2024

### **Background and Project Summary**

In evaluating potential respondents, the City of Costa Mesa will recognize Lyons Security Service, Inc.'s extensive experience delivering citywide security services. The city will see examples of our Accountability Global Guard Tour Patrol System, which allows the City's project manager to access data related to the account. We will utilize our Corporate Anaheim office for this project, with staff available 24/7.

Lyons Security has successfully provided services to several prominent California Governmental agencies, including but not limited to Anaheim (tenth largest city, with a population of over 350,000), Santa Ana (fourteenth largest city, with a population of over 330,000), Moreno Valley (twenty-first largest city, with a population of over 210,000), Huntington Beach (twenty-third largest city, with a population of over 200,000), and the County of Sacramento (with a population of over 1.5 million).

We are fully committed to meeting the Scope of Work outlined in Appendix A of the RFP. We pledge to adhere to general and specific guidelines for each City location assigned. Our distinguishing factor lies in our adaptability to the evolving needs of our clients, ensuring seamless service delivery without disruption. As security specialists, we are dedicated to tailoring our services to suit the unique requirements of each facility. This includes conducting complimentary security walk-throughs and investigations, implementing Crime Prevention Through Environmental Design (CPTED) reviews, providing employee training for our clients, and offering a range of additional services not typically found with other providers, such as Narcan Training, Homeless, and Mental Health De-escalation—all aimed at maximizing customer satisfaction.

We take pride in our established track record of assisting cities in addressing issues surrounding individuals experiencing homelessness, which we believe is our most vital asset. Lyons Security Service, Inc. is enthusiastic about the opportunity to collaborate with the City of Costa Mesa on this crucial project and eagerly looks forward to delivering exceptional service.

### *Why Choose Us*

As the current vendor for the city of Costa Mesa, you know our track record matches the promises found within vendor responses: Responsive Leadership, documented report writing, and trained professionals. Within our literature, you will also see Lyons is recognized as a field expert in addressing the needs of individuals experiencing homelessness. Lyons has been instrumental in addressing the homeless epidemic by offering comprehensive services to impacted cities, providing tailored training programs aligned with pertinent challenges, and actively contributing to viable solutions. As a crucial component of the Homeless Coordinated Entry System, Lyons has forged partnerships with numerous municipalities and organizations, collaborating to address the multifaceted issue of homelessness. Notably, Lyons stands out as the sole security company offering a comprehensive suite of services, encompassing unarmed and armed security provisions and specialized offerings for security services surrounding the homeless epidemic.

### *Company Information*

At Lyons Security Service, we prioritize direct communication with our clients as we believe it is fundamental to success. Our onsite and managerial staff are dedicated to providing personalized attention to each customer. Our team is committed to promptly addressing and responding to client requests,



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## SECURITY SERVICE, INC.

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P.P.O. 12687

whether it's our guards, supervisors, project managers, or corporate office employees. In the event of a security issue, we act swiftly; if a client requires adjustments to the security plan, we accommodate them promptly; and if there are concerns about an officer's performance, our supervisors or management step in immediately. Our clients consistently commend our transparent communication and adaptable approach. We recognize the importance of balancing delivering security services and offering top-notch customer care. As mentioned in our statement of understanding, our phone lines are open 24/7 and staffed by empowered decision-makers to ensure our clients receive assistance whenever they need it, day or night.

Lyons Security sustains its success by steadfastly upholding the fundamental values laid down in 1996: providing top-notch service and outstanding client communication. Our firm sets itself apart through its commitment to five core principles:

1. **Responsive Leadership:** We engage with our internal team and clients to pursue mission-driven, innovative solutions.
2. **Proven Capabilities:** We recruit skilled and qualified personnel empowered to self-manage on-site while remaining accountable to our corporate standards.
3. **Training:** We ensure that our security personnel receive training in the latest industry standards and specific contract requirements.
4. **Top-Down Integrity:** We execute contract obligations faithfully and consistently, fostering a culture of continuous improvement.
5. **Quality Performance:** Our commitment to excellence drives us to exceed client expectations, prioritizing quality in every aspect of our service delivery.

### Method of Approach

Since Lyons is the current contractor, our approach will be similar to what has occurred for the past 5 years of our contract. Lyons will continue to utilize company tactics that have seen this contract be successful. Furthermore, Lyons will always listen openly to any client critique or modifications that are necessary to provide continuity within the contract.

### Security Officer Training

What distinguishes Lyons Security from our competitors is our strong emphasis on in-class training, which has been proven to substantially enhance retention of the material being taught. We prioritize equipping our staff with the knowledge and skills necessary to excel. As part of our comprehensive training program, our personnel are required to complete a range of courses, including a POST-level homeless liaison course, report writing, sexual harassment awareness, customer service excellence, active shooter response training, as well as CPR/AED/Narcan training. By investing in thorough and rigorous training initiatives, we ensure that our team is well-prepared to deliver top-tier security services while prioritizing the safety and well-being of our clients and the community.

### Refresher Training

Since Lyons is the incumbent, Lyons will make sure we continue our training that has been outlined below:

Subject	Lesson Plan	Hours
<b>Introduction</b>	The Lyons Way	2
<b>Basic Preparedness</b>	Basic Duties of Private Security	2
<b>Life Safety</b>	Fire Detection Emergency Response OSHA Slip, Trip, & Fall Prevention Accident Prevention & Investigation	4
<b>Legalities</b>	Legal Authorities of the Security Officer Powers to Arrest Search & Seizure Crime Scene Information	4
<b>Professional Communications</b>	Report Writing Customer Interaction Telephone Etiquette	4
<b>Physical Security</b>	Patrol Techniques Access Control	8



	Bomb Threats	
	Active Shooter	
	Controlled Substances	
	Traffic Control	
<b>Program Specific</b>	Homeless Liaison Officer Training	16
	CPR/AED/Narcan Training	
	<b>Total Training</b>	<b>40</b>

Our staff has demonstrated their ability to retain the training we provide and deploy it in the field. Since January 2023, our staff has deployed Narcan to individuals displaying signs and symptoms of narcotic overdose on seven (9) occasions within Santa Ana Parks. All of the Narcan deployments have effectively saved the life of the involved individual.

#### *Services Offered for this contract - Unarmed Security Personnel*

Lyons Security boasts a team of specialists catering to government entities, homeless management, and outreach, which is pivotal in ensuring safety, security, and support across these sectors. Our unarmed guards serve as a deterrent against potential threats and unauthorized access while fostering a welcoming atmosphere for employees and visitors alike. Their presence is instrumental in upholding security protocols, monitoring surveillance systems, and promptly addressing emergencies. Additionally, unarmed guards adeptly manage crowd control during public events or protests, facilitating peaceful demonstrations and safeguarding government property.

In homeless management and outreach, our unarmed security personnel assume a nuanced role centered on compassion, assistance, and community engagement. Collaborating closely with social workers, outreach teams (such as CityNet, BeWell, and Salvation Army), and local authorities, Lyons' unarmed guards address the intricate needs of individuals experiencing homelessness. They provide security and stability within shelters, resource centers, and similar facilities catering to the homeless community. Responsibilities encompass monitoring access points, enforcing facility regulations, defusing conflicts, and facilitating access to essential services such as food, shelter, and healthcare.

Moreover, Lyons' unarmed security guards engaged in the homeless system of care serve as conduits between the homeless populace and pertinent stakeholders, fostering trust and mutual understanding. Actively participating in outreach initiatives, they connect individuals with housing assistance programs, vocational training opportunities, or mental health services. Through cultivating relationships grounded in empathy and dignity, unarmed guards contribute significantly to the holistic well-being and societal integration of those experiencing homelessness. Their role transcends conventional security functions, embodying advocacy, support, and empowerment within the community.

#### *Technology & Equipment*

Lyons utilizes a multifaceted approach to ensure quality control between technology and having group management oversee the contract. Our response indicates that the City of Costa Mesa will have multiple

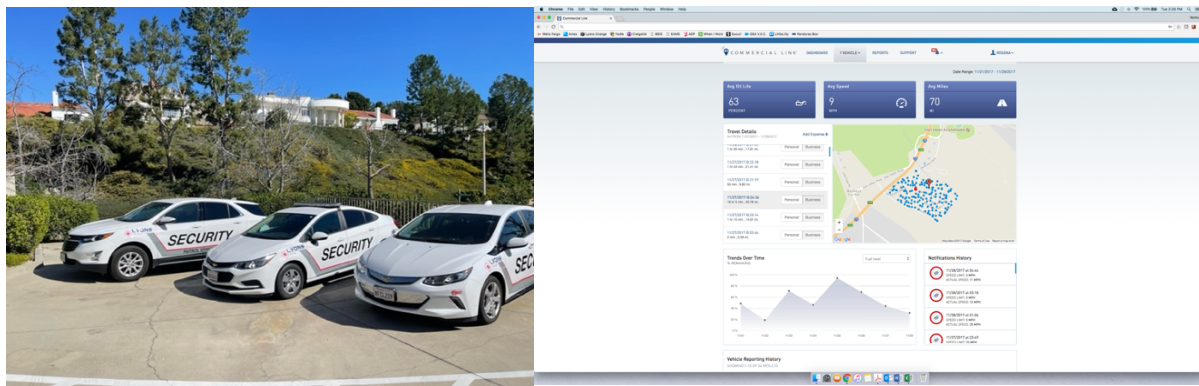
managers and executive team members supporting the contract. To coincide with the individuals involved, we will also provide our staff with equipment to help create a more efficient environment.

#### Mobile Devices

The security guard personnel will be provided mobile devices for quick access to the corporate office and after-hour emergency staffing for client personnel. The device will be utilized and monitored for emergency and official security business. The mobile devices will have the Account Manager's number on speed dial, local law enforcement, fire department, and any numbers requested by the client under contract agreements.

#### Patrol Unit

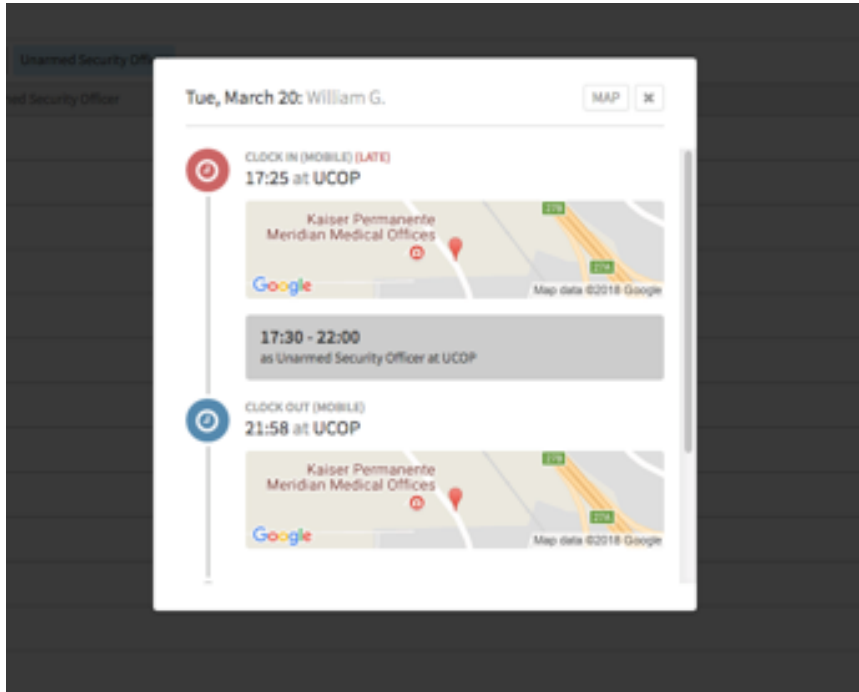
Staff will be given company-owned vehicles as deemed necessary. Lyons has thirty-one (31) cars in our fleet, ranging from trucks to sedans, all but one being GM vehicles manufactured in 2021 or later. All vehicles assigned will be marked on both sides of the car with our company name, logo, PPO license number, and the word "Security." vehicles will have a PPO license written on the back of the vehicle as mandated by BSIS. Furthermore, the age of the cars will remain compliant throughout the contract.



#### Mobile Clocking in and out

Lyons utilizes an electronic check-in/check-out service for our officers through an application supported on all Android and Apple products. The application allows our officers to see their schedules, confirm their schedules, switch their schedules, see post orders for each site, and provide GPS capability, allowing all supervisors to see exactly where the officer is when they check in and out. Suppose an employee forgets to check in or out; our supervisors receive a notice within five minutes indicating an employee missed a check-in or out. This leads to our management following up to verify that guards are on post.





### Guard Tour Patrols

We utilize NFC Codes for our security officer routes as they cannot be manipulated like QR Codes. NFC tags are time-stamped and indicate where an officer is at an exact time. The codes are stickers that do not cause any damage once removed and can be easily replaced if taken off. Furthermore, the codes are used through a mobile device and are delivered at the end of each shift.

### Sample:

8/7/2018	4:32:29 AM	CMDN	Apartments	Building F - Parking Structure	Yes	Cleared.
8/7/2018	4:35:05 AM	CMDN	Apartments	Building F - Parking Structure	Yes	Cleared.
8/7/2018	4:36:44 AM	CMDN	Apartments	Building F - 4th Floor	Yes	Cleared.
8/7/2018	4:37:16 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared.
8/7/2018	4:37:46 AM	CMDN	Apartments	Building F - 2nd Floor	Yes	Cleared.
8/7/2018	4:38:16 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.
8/7/2018	4:38:16 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.
8/7/2018	4:43:28 AM	CMDN	Apartments	Building F - 4th Floor	Yes	Cleared.
8/7/2018	4:43:59 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared.
8/7/2018	4:44:26 AM	CMDN	Apartments	Building F - 2nd Floor	Yes	Cleared.
8/7/2018	4:44:54 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.

### Guard Management Systems

Reports are often overlooked, but they are critical in performing our services at Lyons Security Service as they depict each site's live issues. So frequently, clients get the "all clear" reports. We have a specific approach to report writing that differentiates us from our competitors and allows our staff to provide detailed information about our client sites. Reports may be sent automatically and daily at 5:00 AM or after each shift, whichever the City of Costa Mesa desires.





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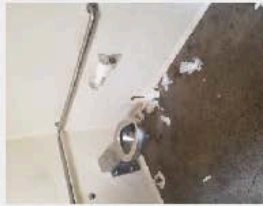



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Lyons Security Service, Inc.

Officer Shift Report

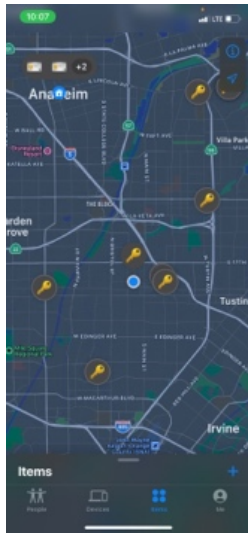
Shift Beginning On: 03/06/2020

Prepared By: [REDACTED]

Date	Time	Client ID	Site	Check Point	Activity Type	Scan	Report	Photo
3/6/2020	3:02:52 PM	City of [REDACTED]	[REDACTED] Park		Clock In	No		
3/6/2020	3:44:17 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Feces on side of wall in men's restroom. I was informed by a woman that a male subject was digging with a shovel and metal detector at the time the restrooms open in the park.	
3/6/2020	3:54:13 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Welfare check on sleeping individual near restrooms.	
3/6/2020	3:58:44 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes		
3/6/2020	4:33:01 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes		
3/6/2020	4:58:24 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes		
3/6/2020	5:16:22 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Graffiti located in men's restroom.	
3/6/2020	6:38:38 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Kicked male and female out of men's restroom stall. Restrooms cleared and locked.	
3/6/2020	6:47:36 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Locked Restrooms	No	Restrooms cleared and locked. Scanner has been removed from restroom area.	
3/6/2020	7:27:35 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Restrooms cleared and locked.	
3/6/2020	7:40:56 PM	City of [REDACTED]	[REDACTED] Park		Maintenance Issue	No	Damage to fence near gate entry of community building near parking.	
3/6/2020	7:45:43 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Restrooms cleared and locked. Graffiti located on wall of restrooms building.	

### Key Management

As keys are critical to infrastructure, the loss of keys could be detrimental and cause a huge security risk, which is why we utilize AirTags for all of our staff keys.



### Uniforms

Typically, our uniforms are Carolina Blue, Class B; however, we can customize uniforms to meet our client's needs as long as they are not too similar to law enforcement.

### Qualifications & Experience

*City of Aliso Viejo:* 6/1/2021 – Present; 0 – 48 hours per week

Lyons provides the City of Aliso Viejo with event security services for 2 locations. Lyons Security team members oversee renters and verify they follow city procedures as required.

*City of Anaheim, Parks Patrol:* 1/1/2018 – Present; 112 hours per week

Since January 2018, Lyons Security Service has provided the City of Anaheim with two designated patrol officers to patrol parks throughout the evening. As part of our responsibility, we act as a liaison to enforce rules set forth by the city, verifying the regulations are correctly followed by patrons visiting city facilities and removing individuals after park open hours. Furthermore, we provide additional services for the City Park Ranger program throughout the day to supplement city staff.

*City of Anaheim, City Hall:* 9/1/2022 – Present; 1,864 hours per week

In September 2022, Lyons was contracted as the City Hall and Downtown District Security Provider, providing roughly 1,800 weekly hours between two sites, a dispatch, and supervision. Lyons delivers a high level of professional upscale security service, 24 hours a day/7, days a week/365 days a year, to the two City Hall buildings and four parking structures in the heart of Anaheim.

*The City of Anaheim, Salvation Army Emergency Shelter:* 2/1/2019 – Present; 896 hours per week

Lyons Security Service, Inc. currently provides 896 hours of weekly service to the 324-bed Emergency Shelter and Center of Hope at 1455 Salvation Place in Anaheim, CA. Officers are responsible for

directing traffic, maintaining a visual presence throughout the facility, notifying staff of any delinquencies found on patrol, and leading the intake searches for all incoming and outgoing residents.

*City of Anaheim, Abandoned Property:* 4/4/2023-Present; 96 hours per week

Lyons Security assists with tagging abandoned property in public areas throughout Anaheim. Lyons' employees assist the Anaheim Police Department with the safekeeping and purging items for individuals taken into custody. Items are purged after ninety (90) days if the owner does not attempt to retrieve them.

*City of Huntington Beach, Event Security:* 10/1/2019 – Present, 220 hours per week

Lyons was requested to take over a current events contract in October 2019 due to the non-performance of the previous provider. Since 2019, Lyons has provided event security services for five locations throughout Huntington Beach. Lyons Security team members oversee renters and verify that they follow city procedures as required.

*City of Moreno Valley, City Hall:* 7/1/14 – Present, 380 hours per week

Lyons Security Service, Inc. provides both armed and unarmed guard services throughout the city of Moreno Valley. Job duties range from City Hall access control to security for events throughout the city. Lyons also provides event security for the 4th of July event, with a crowd population of 10,000 to 20,000 people. Our officers are responsible for searching the individuals before entering the facility.

*City of Newport Beach:* 4/1/2017 – Present; 84 – 115 hours per week

Lyons Security Service, Inc. currently provides event security services at multiple locations throughout Newport Beach, CA. Furthermore, we now work with the city on their "Clean Air Act" as Ambassadors to the city beach fire rings. As part of the Clean Air Act, Lyons was brought on to help citizens and visitors understand the significance of burning clean energy sources when utilizing fire rings throughout the city.

*City of Newport Beach, City Hall:* 1/1/2023 – 9/1/2023 (Pilot); 56 hours per week

Lyons provides security 8 hours daily to the City Hall and Civic Center. Lyons staff provides personnel escorts to high-ranking officials and deters unwanted activity while providing customer service and assistance to the individuals who experience homelessness around the facility.

*City of Orange:* 7/1/2016 – Present; 140 hours per week

Lyons Security Service, Inc. provides vehicle and foot patrols for multiple parks (7 days a week) in Orange. Officers are responsible for delivering "eyes and ears" to the City of Orange during closed park hours, removing unauthorized personnel, reporting property damage, and providing a visible deterrent to unwanted activity. Lyons began this contract as a piloted program and helped create and implement the security procedures utilized throughout the city. We also provide unarmed security services six days a week for a homeless outreach project the city started in 2022.

*City of Perris:* 12/1/17 – Present, 310 Hours per week

Since December 2017, Lyons has provided a dedicated patrol and CCTV team to the city of Perris for the Parks and Recreation and various facilities throughout the city, such as City Hall, Animal Control Central, Public Works Division, and many similar buildings. We act as the city's eyes and ears as part of our responsibility. At the same time, buildings are closed to help deter unwanted activity at public

facilities during hours of operation. Furthermore, we discourage activity that may be unwanted at these facilities by providing mobile patrols throughout the city.

*City of Santa Ana, Citywide Service:* 11/1/2022 – Present; 2,100 hours per week

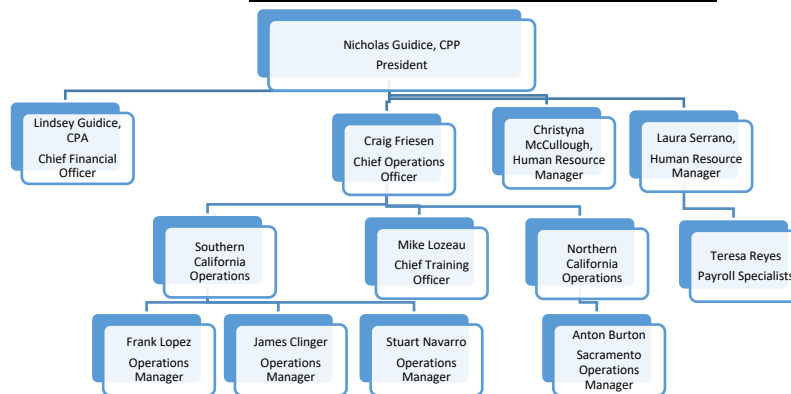
Since November of 2022, Lyons has provided citywide security services for City facilities including, but not limited to, City Hall, Water Facilities, SA Regional Transit Center, two Libraries, a Corporate Yard, a Zoo, and forty-two Parks. Lyons provides 1,950 weekly hours of coverage between the properties and offers various security services, from mobile patrols and homeless outreach to professional services at City Hall.

### Fiscal Viability

With an annual security sales revenue of approximately \$19,500,000, Lyons Security Service, Inc. maintains a robust financial standing, free from any outstanding debts, bankruptcy or voluntary/involuntary insolvency proceedings, of the appointment of a receiver, trustee, or assignee for the benefit of creditors that could hinder our ability to fulfill our Scope of Services.

### Personnel

#### Lyons Security Organizational Chart



At Lyons Security, we eschew the conventional business model of assigning one manager per client in favor of a collaborative approach. Each individual listed below will contribute to ensuring the contract's success.

#### Nicholas Guidice President



Role in the contract: Nicholas will be the point of contact for all contract-related issues.

Nicholas will be critical in aiding the transition process, developing post orders, and managing staff scheduling. With over a decade of experience in security supervision and management, he brings a wealth of expertise to his role. Previously, Nicholas oversaw the operational and training aspects of Lyons Security across Southern California. He laid the foundation for the Southern

California office during his time with the company. He was responsible for building the entire clientele from scratch, starting from zero and moving to 8,000 hours a week. Nicholas focused on positioning the company within a specific niche of the security industry by assisting clients with the homelessness epidemic. In 2022, he assumed company ownership, further solidifying his commitment to delivering exceptional security services.

LinkedIn Profile: <https://www.linkedin.com/in/nicholas-guidice-cpp-03622129/>

Craig Friesen  
Chief Operations Officer



Role in the contract: Point of contact for all operational-related issues, will assist with the transition plan, development of post orders, communication with client management, local first responders, and any additional stakeholders.

Craig retired as a Police Captain from the Anaheim Police Department (APD) in December 2022, culminating a distinguished 28-year career in law enforcement spanning both the Inglewood Police Department and APD. Joining Lyons Security as the Chief Operations Officer in January 2023, Craig brings a wealth of experience and expertise to the role. During his tenure at APD, Craig held various pivotal positions, including Support Services Division Commander, overseeing critical units such as the Communications Center, Detention Facility, Emergency Management Detail, Air Support Unit, Mounted Unit, Property and Records Details, and Training Detail. Additionally, he served as Administration Division Commander, responsible for managing the Professional Standards Bureau, encompassing Internal Affairs, the Major Incident Review Team, and the Police Review Board. Craig's extensive leadership roles include Patrol Watch Commander, West District Commander, Field Training Coordinator, Vice, Narcotics, Criminal Intelligence Commander, and Professional Standards Bureau Commander.

In 2017, Craig notably served as the Department's Homeless Outreach Commander, collaborating with various local, state, federal, and non-profit organizations to address homelessness in Anaheim. Leveraging his vast experience and extensive network within law enforcement agencies across California, Craig brings a comprehensive and nuanced approach to tackling homelessness-related issues. See the article for additional information: <https://behindthebadge.com/outreach-shelter-beds-help-anaheim-police-help-homeless/>

Craig holds a Master's Degree in Criminal Justice from California Coast University and a Bachelor's in Occupational Studies from California State University, Long Beach. He is a distinguished graduate of the Federal Bureau of Investigation (FBI) National Academy Class #276 and the Sherman Block Supervisory Leadership Institute, further enhancing his credentials as a seasoned law enforcement professional.

LinkedIn Profile: <https://www.linkedin.com/in/craig-friesen-048868162/>



Mike Lozeau  
Chief Training Officer



Role in the contract: Training officer for Lyons Security staff and liaison with first responders.

Mike is a seasoned expert in police response to homelessness. He boasts an impressive 32-year career with the Anaheim Police Department (APD), where he retired as a Sergeant. Mike is the Chief Training Officer for Lyons Security and has extensive knowledge and experience.

During his tenure at APD, Mike served as the Supervisor for both the Homeless Outreach Team and the Psychiatric Emergency Response Team, further solidifying his expertise in handling complex community matters. One of Mike's notable achievements is developing California's sole Police Officer Standards and Training (POST), a certified Homeless Liaison for Peace Officers training course. Mike's training focuses on the nuances of the homeless continuum of care.

Since joining Lyons Security, Mike has diversified his training portfolio to encompass various subjects, including defensive driving, certified security firearms instruction, management of hostile individuals, tactical shooting, emergency services, first aid, Narcan administration, and CPR. As a National Rifle Association (NRA) and P.O.S.T. certified firearms instructor, Mike is pivotal in providing comprehensive armed and unarmed guard training courses for Lyons Security personnel, ensuring they can effectively handle diverse security challenges.

LinkedIn Profile: <https://www.linkedin.com/in/mike-lozeau-03b5b62b/>

James Clinger  
Orange County/Inland Empire, Operations Manager



Role in the Contract: Will be the Point-of-Contact for the city and will assist with the security staff's day-to-day operations. Will be responsible (along with Stuart and Frank) for scheduling staff and verifying procedures are met. James went to California State University San Marcos and studied History. James came to Lyons Security in 2018 after spending ten years in the fast-paced restaurant industry. He has significantly impacted the company's ability to grow over the years due to his ability to adapt and respond to employee needs. James provides a pivotal footprint in ensuring our clients' needs are continuously met by working one-on-one with employees behind the scenes.

Stuart Najarro  
Orange County/Inland Empire, Operations Manager



Assists with the security staff's day-to-day operations. Will be responsible (along with Frank and James) for scheduling staff and verifying procedures are met. Stuart began his career in security after completing his armed service duty for the United States Marine Service in 2016. Stuart came to Lyons in 2023 after working as the Security Manager for Google. Stuart is currently enrolled at Pepperdine University for his MBA and is a married father of one.

Frank Lopez  
Orange County/Inland Empire, Operations Manager



Universal.

Frank is a dedicated professional with a proven track record of meeting company goals through consistent and organized practices. He is adaptable and adept at working under pressure. Since 2021, Frank has excelled as the Regional Manager at Lyons Security in Anaheim, CA. Frank has experience scheduling, training, and directing day, swing, and night shift operations. He has effectively resolved conflicts and promoted compliance with local laws and regulations. Before Lyons, Frank was an Assistant Account Manager for Allied



# LYONS

## SECURITY SERVICE, INC.

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P.P.O. 12687



## Orange County

Serving Orange County Since 1887

April 5<sup>th</sup>, 2024

Dr. Ben Hurst  
1455 S. Salvation Place  
Anaheim, CA 92805  
(949)838-5023

To Whom It May Concern:

I am writing on behalf of Lyons Security for their exceptional service and dedication at the Salvation Army Homeless Shelter. I have had the privilege of witnessing firsthand the professionalism and commitment demonstrated by Lyons Security in ensuring the safety and security of the shelter residents and staff.

Lyons Security personnel exhibit compassion, respect, and empathy towards the shelter residents. They understand the delicate nature of the shelter environment and handle all situations with tact, discretion, and a genuine desire to assist those in need. Their presence has fostered a sense of security and contributed significantly to the positive atmosphere and sense of community within the shelter.

One of the most commendable and unique aspects of Lyons Security's service is its proactive approach to security. They actively engage with shelter residents, offering assistance, guidance, and support whenever necessary. Their commitment to fostering a safe and supportive environment for all individuals within the shelter is truly commendable and greatly appreciated.

Please do not hesitate to contact me if you require further information or assistance.

Sincerely,

Ben Hurst  
Managing Director  
The Center of Hope

10200 Pioneer Road • Tustin, CA • 92782 • Office (714) 832-7100 • Fax (714) 832-2361 • [www.orangecounty.salvationarmy.org](http://www.orangecounty.salvationarmy.org)

WILLIAM BOOTH  
Founder

LYNDON BUCKINGHAM  
International General

DOUG RILEY  
Territorial Commander

MICHAEL DICKENSON  
Divisional Commander

KENNETH & JENNIFER PERINE  
Divisional Secretary Orange County





# LYONS

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### CITY OF SANTA ANA

#### PUBLIC WORKS AGENCY

#### Parks, Fleet, and Facilities Services

20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702  
[www.santa-ana.org](http://www.santa-ana.org)

Wednesday, May 1, 2024

SUBJECT: LETTER OF RECOMMENDATION

To Whom This May Concern:

I am writing to commend Lyons Security for their exemplary performance in providing citywide security guard services for the City of Santa Ana, particularly their impactful contributions to addressing issues surrounding homelessness within Santa Ana parks.

Lyons Security is committed to ensuring the safety and security of our community members, especially the most vulnerable. Their team of security guards has exhibited professionalism, compassion, and an acute awareness of the unique challenges facing individuals experiencing homelessness.

Lyons Security's proactive approach to security services has significantly contributed to providing safer environments within Santa Ana parks. Their presence has deterred criminal activity and facilitated outreach efforts to connect individuals experiencing homelessness with essential resources and support services. Lyons' staff collaborates with local authorities and service providers and plays a pivotal role in helping to address the underlying issues contributing to homelessness in our community.

Their dedication to community engagement and willingness to go above and beyond the call of duty exemplify their commitment to positively impacting the lives of those in need. Based on their performance and contributions to addressing homelessness within Santa Ana parks, I endorse Lyons Security for any citywide security guard services. Their professionalism, compassion, and dedication make them invaluable to our community.

Respectfully,

Jorge Acevedo  
*Park Services Superintendent*



# LYONS

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P.P.O. 12687

TEL: 951.413.3109  
WWW.MOVAL.ORG



14331 FREDERICK ST. SUITE 9  
MORENO VALLEY, CA 92553

September 21, 2021

Subject: Reference for Lyon's Security Service, Inc.

To Whom It May Concern:

I am writing this letter to recommend the services of Lyon's Security Service, Inc. The City of Moreno Valley has partnered with Lyon's Security Service, Inc. since 2014 for all of our security guard needs. Lyon's has provided ongoing security guard services at multiple City facilities, as well as for special events and projects.

During their 7 years tenure, Lyon's has always provided the highest level of customer service and makes it clear that their customers are a high priority. Lyon's is extremely responsive to service request and are always punctual. They are always willing to provide additional services when needed and truly go above and beyond to provide top notch security for all of the City's needs.

I am happy to recommend the services of Lyon's Security Service, Inc. If you have any questions please feel free to contact me at (951) 413-3190

Sincerely,

Felicia London, MPA  
Purchasing & Sustainability Division Manager

PURCHASING & SUSTAINABILITY DIVISION



### CITY OF PERRIS

COMMUNITY SERVICES

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September 21, 2021

To whom it may concern:

It is with pleasure that I write this letter in support of Lyons Security. I have had the opportunity to work closely with Nicholas Guidice since 2017 and they have provided essential support to the City of Perris for all park, facility, and event concerns. Lyons has been transparent and responsive with all requests, no matter how small, and have always been able to fill requests with professional guards on short notice.

Throughout the COVID-19 Pandemic, Lyons Security was a key asset in keeping the community informed and safe. They connected well with the staff, community, and all our sports leagues while maintaining order at our parks and facilities.

I highly recommend Lyons Security for security services at any site. Their integrity, transparency, and capability are second to none. Lyons Security will be a significant asset to your site.

Sincerely,

Joshua G. Estrada

Parks Coordinator  
City of Perris  
(951) 943 6603 Ext.290  
[jestrada@cityofperris.org](mailto:jestrada@cityofperris.org)

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 24-10 for Unarmed Security Services** at any time after **May 3, 2024**.

*nicholas guidice*  
**Signature**

**Date:** May 21 2024

Nicholas Guidice  
**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **May 3, 2024** with a City Councilmember concerning informal **RFP No. 24-10 for Unarmed Security Services**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Print**

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances in the following space.

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

## COMPANY PROFILE & REFERENCES

**Company Legal Name:** Lyons Security Service, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): S-Corporation

Active licenses issued by the California State Contractor's License Board: PPO 12687

Business Address: 505 S. Villa Real Dr., Suite 203, anaheim CA 92807

Website Address: [www.LyonsSecurityInc.com](http://www.LyonsSecurityInc.com)

Telephone Number: (949) 298-6859

Facsimile Number: N/a

Email Address: [Nicholas@lyonssecurityinc.com](mailto:Nicholas@lyonssecurityinc.com)

Length of time the firm has been in business: 32 Years

Length of time at current location: 6 Years

Is your firm a sole proprietorship doing business under a different name: \_\_\_Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 33-0726010

Regular Business Hours: 24/7/365

Regular holidays and hours when business is closed: N/a

**Contact person in reference to this solicitation:** Nicholas Guidice

Telephone Number: (714) 504-8969

Facsimile Number: N/A

Email Address: [Nicholas@lyonssecurityinc.com](mailto:Nicholas@lyonssecurityinc.com)

**Contact person for accounts payable:** Lindsey Guidice

Telephone Number: (951) 836-1491

Facsimile Number: N/A

Email Address: [Lindsey@lyonssecurityinc.com](mailto:Lindsey@lyonssecurityinc.com)

**Name of Project Manager:** James Clinger

Telephone Number: (714) 931-6622

Facsimile Number: N/A

Email Address: [James@lyonssecurityinc.com](mailto:James@lyonssecurityinc.com)

## **COMPANY PROFILE & REFERENCES (Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:** City of Anaheim

Telephone Number: (714) 765-4300

Contact Name: Grace Stepter

Contract Amount: 2,300,000.00

Email: gstepter@anaheim.net

Address: 200 S. Anaheim Blvd., Anaheim, CA

Brief Contract Description: Shelter Security, Parks Security, Downtown and City Hall Security

**Company Name:** City of Huntington Beach

Telephone Number: 714-292-5962

Contact Name: Chris Cole

Contract Amount: 150,000.00

Email: CCole@surfcity-HB.org

Address: 2000 Main St., Huntington Beach, CA

Brief Contract Description: Citywide Patrol Services, Park Ranger Services, Event Services

**Company Name:** City of Newport Beach

Telephone Number: N/A

Contact Name: Lt. Brad Miller

Contract Amount: 110,000.00

Email: BMiller@nbpd.org

Address: 870 Santa Barbara Dr., Newport Beach CA 92660

Brief Contract Description: Fire Rings & Events Security

**Company Name:** City of Orange

Telephone Number: 714-744-7283

Contact Name: Robert Ambriz

Contract Amount: 300,000.00

Email: Rambriz@cityoforange.org

Address: 230 E. Chapman Ave., Orange CA

Brief Contract Description: Parks and Public works security

**Company Name:** City of Santa Ana

Telephone Number: 714-615-0892

Contact Name: Mike Ortiz

Contract Amount: 3,100,000.00

Email: MOrtiz@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana CA

Brief Contract Description: City of Santa Ana, Citywide Security Services



Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

[illegible]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date \_\_\_\_\_

**EXHIBIT C**  
**FEE SCHEDULE**



# LYONS

## SECURITY SERVICE, INC.

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### Cost Proposal

7/1/2024 – 6/30/2025

Location	Hourly Rate	City Observed Holiday Coverage
Downtown Recreation Center	\$30.00	\$45.00
Aquatic Center	\$30.00	\$45.00
Norma Hertzog Community Center	\$30.00	\$45.00
Luke Davis Baseball Complex	\$30.00	\$45.00
Costa Mesa Senior Center	\$30.00	\$45.00
Rea Elementary	\$30.00	\$45.00
Wilson Elementary	\$30.00	\$45.00
Whittier Elementary	\$30.00	\$45.00
Special Events (TBD)	\$31.50	\$47.25

7/1/2025 – 6/30/2026

Location	Hourly Rate	City Observed Holiday Coverage
Downtown Recreation Center	\$31.50	\$47.25
Aquatic Center	\$31.50	\$47.25
Norma Hertzog Community Center	\$31.50	\$47.25
Luke Davis Baseball Complex	\$31.50	\$47.25
Costa Mesa Senior Center	\$31.50	\$47.25
Rea Elementary	\$31.50	\$47.25
Wilson Elementary	\$31.50	\$47.25
Whittier Elementary	\$31.50	\$47.25
Special Events (TBD)	\$33.08	\$47.25

7/1/2026 – 6/30/2027

Location	Hourly Rate	City Observed Holiday Coverage
Downtown Recreation Center	\$33.08	\$47.25
Aquatic Center	\$33.08	\$47.25
Norma Hertzog Community Center	\$33.08	\$47.25
Luke Davis Baseball Complex	\$33.08	\$47.25
Costa Mesa Senior Center	\$33.08	\$47.25
Rea Elementary	\$33.08	\$47.25
Wilson Elementary	\$33.08	\$47.25
Whittier Elementary	\$33.08	\$47.25
Special Events (TBD)	\$34.73	\$52.09