AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC, D/B/A VISTA SECURITY SERVICES INTERNATIONAL, FOR ARMED SECURITY GUARD SERVICES

RFP # 24-530

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Buena Vista Security and Protection Agency, LLC, a Florida Limited Liability Company, d/b/a Vista Security Services International, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #24-530 seeking firms or individuals qualified to provide armed security services for various Lake County buildings; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 <u>Legal Findings of Fact.</u> The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE

2.1 <u>Purpose.</u> The purpose of this Agreement is for the CONTRACTOR to provide armed security guard services for various Lake County Buildings ("the Service") for the COUNTY described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Form and Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials, and equipment to complete the Service, as more specifically described in **Exhibit A (Composite)**. The Service shall be paid on an hourly rate basis. CONTRACTOR shall provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and

associated materials to complete Services described and implied herein. CONTRACTOR is prohibited from subcontracting Services provided herein. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 Effective Date and Term.

- A. This Agreement will become effective upon the first day of the next calendar month after approval by the Parties (the "Effective Date"). This Agreement will remain in effect for one (1) year from the Effective Date with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.
- B. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. When necessary, CONTRACTOR shall coordinate and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.
- C. <u>Contract Extension.</u> The County has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current Agreement term. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR.

ARTICLE 4. PAYMENT

4.1 <u>Pricing.</u> Payment shall be made in accordance with the Pricing Schedule, as attached in **Exhibit B.** This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to the CONTRACTOR upon request. **CONTRACTOR shall not exceed forty (40) hours per week of billable hours per individual without prior written approval from the COUNTY or unless a public meeting lasts longer than scheduled.**

4.2 Invoicing.

A. CONTRACTOR will submit accurate, itemized invoices to the COUNTY by the tenth of each month for the previous month reflecting hours actually incurred in providing services to COUNTY under this Agreement.

- B. Invoices shall be detailed and include staff time sheets for the services invoiced. All invoices must contain the contract or purchase order number, date, and location of delivery of service.
- C. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided this Agreement.
- 4.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment.
- **4.4** COUNTY shall reimburse CONTRACTOR for required services timely submitted, approved, and accepted by COUNTY in accordance with the terms of this Agreement. Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.
- 4.5 <u>Improper Payment Requests and Invoice Disputes.</u> Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.
- 4.6 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES

- 5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.
- 5.2 The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

- 6.1 Qualifications. CONTRACTOR shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
- 6.2 <u>Licenses and Permits.</u> CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service, unless specifically agreed otherwise in the Scope of

Services. The CONTRACTOR and CONTRACTOR'S employees assigned to the Service shall remain appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR. CONTRACTOR must notify COUNTY in writing within one (1) day of its becoming aware of loss of required licensure by it or its employees required under this Agreement. CONTRACTOR shall promptly arrange for replacement coverage

6.3 <u>Contractor Personnel</u>

- A. CONTRACTOR and CONTRACTOR's personnel assigned to provide services under this Agreement must be properly trained and licensed as required by the Scope of Services, attached as **Exhibit** A; Chapter 493, Florida Statues; and Chapter 5N-1, F.A.C, and fully comply with the provisions therein. CONTRACTOR personnel assigned to provide services under this Agreement must possess and maintain a current Class "D" Security Officer License and Class "G" Statewide Firearm License.
- B. CONTRACTOR will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the Agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.
- C. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.
- D. <u>E-Verify</u>. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.
- E. <u>Dress Code & Identification</u>. CONTRACTOR shall ensure that dress code and identification requirements detailed in **Exhibit A** are adhered to in performance of this Agreement.
- F. <u>Personnel List</u>. CONTRACTOR shall provide COUNTY with a list of CONTRACTOR personnel assigned for duty under this Agreement and shall provide proof of current licensure and training upon request. CONTRACTOR shall notify the COUNTY within twenty-four (24) hours of any change in personnel assigned for service under this Agreement and provide an updated list to the COUNTY's Project Manager.

6.4 Termination.

- A. <u>Termination for Convenience</u>. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."
- B. Termination for Cause. This Agreement may be terminated by the COUNTY, in whole or in part or affect other appropriate remedy, due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders.
- C. <u>Termination Due to Unavailability of Funds in Succeeding Fiscal Years</u>. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.
- Assignment of Agreement. This Agreement shall not be assigned or sublet except with the prior written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.6 <u>Insurance</u>.

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate\$	4,000,000/\$4,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	

- 2. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- 3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).
- 4. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	
Disease-Policy Limit	

- 5. Professional liability / Errors and Omissions specialty insurance, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.
- B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies.

Certificates of insurance must identify the RFP number in the Description of Operations section on the Certificate.

- C. CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.
- D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.
- E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.
 - F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS. P.O. BOX 7800 TAVARES, FL 32778-7800

- G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.
- H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.
- I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.
- J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.
- 6.4 <u>Indemnity</u>. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings

of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR will in no way limit the responsibility to indemnify, keep and hold harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as provided in this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

- Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.
- Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.
- 6.7 <u>Contractor as Prime.</u> CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. Any and all subcontractors will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.
- 6.8 <u>Subcontracting.</u> Unless otherwise stipulated in this Agreement, the CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.
- 6.9 <u>Shipping.</u> The FOB point for any product ordered under this Agreement will be FOB Destination Inside Delivery, FREIGHT ALLOWED.

- 6.10 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.
- 6.11 <u>Public Entity Crimes</u>. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 6.12 <u>Florida Convicted/Suspended Vendor Lists.</u> By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.
- 6.13 <u>Discriminatory Vendor List (State funded projects)</u>. As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.
- 6.14 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.
- 6.15 Preference to state residents (State funded projects). As provided for in Section 255.099, Florida Statutes, if the Project/Service assigned to CONTRACTOR is being supported in whole or in part by State funding, CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualification to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR shall contact the Department of Commerce to post CONTRACTOR'S employment needs in the state's job system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably

discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

- 6.16 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.
- 6.17 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.
- **6.18** Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- 6.19 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and shall provide the COUNTY with a signed affidavit, attached hereto as **Exhibit C**, affirming compliance with human trafficking laws prior to the start of work under this Agreement.
- 6.20 <u>Conflict of Interest</u>. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.21 <u>Certification Regarding Scrutinized Companies</u>: By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

- **6.22** Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from:
- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
 - B. Procuring commercial sex acts during the period of performance of the contract;
 - C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority:
 - E. Using misleading or fraudulent practices during the recruitment of employees;
 - F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

- Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.
- 6.23 <u>Prohibition against contingent fees.</u> CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.
- Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.
- 6.25 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.
- 6.26 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to CONTRACTOR or to acquire the items from another vendor through a separate solicitation.
- Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.
- A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's

evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

- B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.
- C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

6.28 Public Records.

- A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.
- B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:
 - 1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
 - Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR

will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

- C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.
- D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.
- E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.
- F. <u>Confidential and/or Exempt Information</u>. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.
- 6.29 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

6.30 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.
- 7.2 <u>Captions.</u> The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
- 7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.
- 7.5 No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.
- 7.6 <u>Disadvantaged Businesses</u>. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.
- 7.7 <u>Tobacco Products</u>. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.
- 7.8 Civil Rights Act. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.
- 7.9 <u>Compliance with Applicable Laws</u>. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

- 7.10 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
- 7.11 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional
- 7.12 Other Agencies. With the consent of CONTRACTOR and upon notice to and approval by the COUNTY, other governmental agencies may make purchases in accordance with this Agreement. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.
- 7.14 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONTRACTOR, continue until completion without change to the then current prices, terms, and conditions.
- 7.16 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.
- 7.17 <u>Construction of Agreement.</u> The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
- 7.18 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 7.19 <u>Notices</u>. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Buena Vista Security and Protection Agency, LLC d/b/a Vista Security Services International William A. Lopez, President 730 NW 107th Avenue, Suite 440 Miami, Florida 33172

If to COUNTY:

Lake County Manager 315 W. Main Street P.O. Box 7800 Tavares, Florida, 32778

With a Copy to:

Lake County Attorney 315 W. Main Street, Suite 335 P.O. Box 7800 Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT

- 8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.
- 8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)...... Scope of Work, Submittal Form, Addendum, and Contractor's Proposed Solution (22 pages).

Exhibit B...... Hourly Rate Schedule (1 page).

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

BUENA VISTA SECURITY AND PROTECTION SERVICES, LLC, D/B/A VISTA SECURITY SERVICES INTERNATIONAL

William A. Lopez, President

This 24 day of JANUAN, 2025.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman			
day of	, 2025		

Exhibit A (Composite) Scope of Work, Submittal Form, Addendum, and Contractor's Proposed Solution

EXHIBIT A – SCOPE OF SERVICES ARMED SECURITY SERVICES

24-530

1. BACKGROUND

Contractor shall provide Armed Security Guard Services (Services) for various Lake County Buildings. Services shall be paid on an hourly rate basis with the Contractor shall provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and associated materials to complete Services described and implied. These Services shall not be subcontracted.

2. CONTRACTOR REQUIREMENTS

Contractor shall:

- 2.1. Possess one of the following licenses as required by the State of Florida, per <u>Private Security Licenses</u> / <u>Business Services</u> / <u>Home Florida Department of Agriculture & Consumer Services</u> (fdacs.gov):
 - 2.1.1. Class "B" Security Agency
 - 2.1.2. Class "BB" Security Agency Branch Office
- Provide Services in accordance with Chapter 493, Florida Statutes, regarding private security services.
- 2.3. Provide armed security guards that possess a "G" license as required by the State of Florida. Staff shall be qualified and capable of performing Services as described and implied.
- 2.4. Ensure all personnel are trained, briefed, and fully qualified to perform assigned duties and responsibilities.
- 2.5. Be responsible for the supervision and scheduling of staff to properly perform Services as described and implied.
 - 2.5.1. Contractor shall always enforce strict discipline and good order among staff.

3. STAFFING REQUIREMENTS

Contractor shall hire staff:

- 3.1. That is well-trained, experienced, and alert, interested, and reliable to protect the County's staff, property, guests/visitors, and the public.
 - 3.1.1. Assigned Armed Security Guards shall be graduates of a civilian or military certified law enforcement or corrections training facility.
- 3.2. Able to professionally enforce rules and regulations in a professional and courteous manner to ensure a safe and enjoyable atmosphere for staff and guests.
- 3.3. That shall pass criminal history and background check and not have any misdemeanor, felony convictions or active injunctions.
- 3.4. That have passed a background check performed by Contractor to perform Services.
 - 3.4.1. Costs of background checks will be borne by the Contractor.
 - 3.4.2. Contractor may be required to provide proof/documentation of the background checks to the County.
 - 3.4.3. The County may require the Contractor to exclude staff based on the background checks outcomes.

Page 1 of 4

EXHIBIT A – SCOPE OF SERVICES ARMED SECURITY SERVICES

24-530

- 3.5. Utilizes a degree of continuity, reliability and familiarization with County facility(ies) and personnel.
- 3.6. Mentally and physically competent to perform the services required.
- 3.7. Demonstrates acceptable cleanliness and hygiene.
- 3.8. Have and maintain an up-to-date certification in Cardiopulmonary Resuscitation (CPR) and First Aid and Automatic External Defibrillator (AED), as provided by a recognized group, such as the American Red Cross or the American Heart Association.
- 3.9. Fluent and fully literate in the English language.
 - 3.9.1. Staff shall be able to understand detailed written orders, training instructions, and materials with the ability to compose reports that convey detailed information.
 - Staff shall be able to communicate coherently and understandably, even in times of stress.
 - 3.9.3. Although not required, the County encourages bi-lingual capabilities.

4. UNIFORMS

Contractor shall supply distinctive clean, neat appearing uniforms for staff and require them to be worn while performing the Services.

- 4.1. Uniforms shall consist of, but are not limited to class A uniform trousers, class A uniform short sleeve shirts, class A uniform long sleeve shirts, duty boots of oxfords, duty belt, belt keepers, hand cuffs and case, OC spray and case, double magazine holder, level III holster, an appropriate gun and ammunition considered within the restrictions of Chapter 493-Florida Statutes, level II protective vest, badges, whistles, and nametag.
- Shirts, jackets, and coats shall display the Contractor's name and logo.
- 4.3. Staff shall wear an identification tag, badge or bar pin displaying name. This tag or bar pin shall be provided by the Contractor.

5. ARMED SECURITY GUARD DUTIES

Duties shall include, but are not limited to:

- Report to duty at the designated starting time and not leave any assigned post, venue, or event until properly relieved, or dismissed.
- 5.2. Be responsive in addressing special requirements requested by the County's Representative or designee.
- 5.3. Take the appropriate action for each situation encountered, and immediately report all unusual situations to the County representative or designee.
 - 5.3.1. A firm, yet non-confrontational, non-threatening and non-combative approach shall be utilized always.
- 5.4. Ensure doors to the County facilities are protected and secured.
- 5.5. Patrol the building on a regular basis, especially at start of shift (particularly first shift), shift end, and shift changes to ensure proper/required coverage.

Page 2 of 4

EXHIBIT A – SCOPE OF SERVICES ARMED SECURITY SERVICES

24-530

- 5.6. Participate in drills, fire alarms, evacuations, and disaster exercises.
- 5.7. Keep walkways, entrances, and exits clear and free of guests, obstructions, and unnecessary items, to include refuse, cigarette butts, etc.
- 5.8. Disallow the entry of prohibited items.
- 5.9. Address unruly behaviors in an inconspicuous manner.
- 5.10. Direct guests to seats, restrooms, smoking areas, concession areas, and other amenities.
- 5.11. Assist disabled guests.
- 5.12. Assist guests in need of medical assistance and/or emergency evacuations.
- 5.13. Protect venue property and facilities.
- 5.14. At no time use derogatory or offensive language, gestures or actions.
- 5.15. At no time, on or off duty, usurp, misuse, or leverage position to:
 - 5.15.1. Seek autographs, photos, or receive special favor connected with an event.
 - 5.15.2. Take items or property not belonging to them.
 - 5.15.3. Ask for free food, beverage, merchandise, or admission tickets; or
 - 5.15.4. Permit entrance or parking privileges of any person into a facility without proper credentials or authorization.

6. VEHICLES

No vehicles are required or shall be used for these services.

7. LOCATIONS

7.1. The current sites require Services and identify as having a normal schedule:

# of Armed Guards		TAVARES, FL LOCATION	MONDAY – FRIDAY COVERAGE
2	Lake County Administration Building	315 W. Main St.	7:00AM-5:30PM
1	Planning & Zoning Office	320 W. Main St.	8:00AM-4:30PM
1	Housing & Veterans Services Office	2004 Classique Ln.	7:00AM-5:30PM

^{7.2.} The County may order additional Armed Security Guards for these facilities or others, on an as-needed, on-demand basis at the established hourly rate.

8. SCHEDULING

The Contractor is responsible for the supervision and scheduling of the appropriate Armed Security Guards to cover the time(s)/shift(s).

- 8.1. The primary assigned Armed Security Guards will work forty (40) hours per week.
- 8.2. Additional Armed Security Guards may be required to cover the public operating hours.
- 8.3. The Armed Security Guards may work staggered shifts as approved by the designated County facility personnel.

Page 3 of 4

EXHIBIT A – SCOPE OF SERVICES ARMED SECURITY SERVICES

24-530

- 8.4. No post shall be left unattended. It is the Contractor's responsibility to confirm staff are in place on time.
- 8.5. If the assigned Armed Security Guard fails to arrive at the designated County facility as scheduled, the Contractor shall provide a replacement as soon as possible, not to exceed four (4) working hours from the associated initial notice to the Contractor.
- 8.6. The County will not pay overtime unless a public meeting lasts longer than scheduled.
- 8.7. The following is a list of holidays that are observed by the County and require no coverage:

HOLIDAY SCHEDULE*			
New Year's Day	January 1st		
Martin Luther King Day	3rd Monday in January		
President's Day	3rd Monday in February		
Memorial Day	Last Monday in May		
Fourth of July	July 4 th		
Labor Day	1st Monday in September		
Veteran's Day	November 11 th		
Thanksgiving Day	4th Thursday in November		
Day After Thanksgiving	4th Friday in November		
Christmas Day	December 25		

^{*}Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

9. INVOICING

- 9.1. Invoicing for Services shall be submitted by the tenth of each month for the previous month.
- 9.2. Invoice shall be detailed and include staff time sheets for the previous month of Service.

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ADDENDUM NO. 1 24-530



P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Armed Guard Security Services

4/25/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Can you please share the current contract's pricing details?
- R1. The current Contract can be reviewed visiting the Term and Supply section of the County website using the following link: 19-0204.pdf (lakecountyfl.gov)

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: Buena Vista Security & Protection LLC (dba Vista Security Services International)

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Lais Gustavo Soto

Date: 5/15/2024

Print Name: Luis Gustavo Soto Title: Chief Operating Officer

Primary E-mail Address: lgsoto@vistasecurity.com Secondary E-mail Address: wlopez@vistasecurity.com

Page 1 of 1

ADDENDUM NO. 2 24-530



P.O. Box 7800 • 315 W. Main St., Suite 416 • Tayares, Ft. 32778

SOLICTATION: Armed Guard Security Services

5/13/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q2. How are meal breaks currently being handled?
- R1. One security officer relieves the other for the lunch break.
- Q3. How long are the meal breaks?
- R3. 30 minutes.
- Q4. For the sites exceeding 8 hours per day, how is the overtime being handled?
- R4. There is no overtime.
- Q6. How do you classify/differentiate between the officers?
- R6. Refer to Attachment 2 Pricing FILLABLE Form. No ranking/ positions are listed.
- Q7. Does the County have a job description or based on their seniority or the location they work at?
- R7. No.
- Q8. In one of the old contract addendums, I have seen a note about adding a patrol vehicle for \$28.00 per day, however, in the new RFP I do not see any reference about that. Does the County require a certain make/model of car?
- R8. Security vehicle is no longer needed.
- Q9. What are the major challenges of the post? Besides the protection of transportation assets that are mentioned.
- R9. Protection of the transportation assets is no longer required and is not included in the current Exhibit A Scope of Services. Any other major challenges cannot be determined at this time.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Page 1 of 2

ADDENDUM NO. 2 24-530

Firm Name: Buena Vista Security and Protection Agency LLC (dba) Vista Security Services International

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Lais Gustavo Soto

Date: 5/13/2024

Print Name: Luis Gustavo Soto Title: Chief Operating Officer

Primary E-mail Address: LGSoto@vistasecurityservices.com Secondary E-mail Address: Wlopez@vistasecurityservices.com

ATTACHMENT 1 - SUBMITTAL FORM

24-530

The undersigned hereby declares that: Buena Vista Security and Protection LLC (dba Vista Security Services International) has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish ARMED SECURITY GUARD SERVICES for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

20 PAVMENT

Contractor shall email facilitiesinvoices@lakecountyfl.gov an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the <u>General Terms and Conditions for Lake County Florida</u> and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

Page 1 of 3

ATTACHMENT 1 - SUBMITTAL FORM

24-530

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Not applicable

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text.

and enter effective date Click or tap to enter a date, to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT - N/A

10.0 LOCAL VENDOR PREFERENCE - N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Buena Vista Security & Protection Agency, LLC (dba Vista Security Services International)

Street Address: 730 NW 107 Avenue, suite 440 City: Miami State and ZIP Code: FL 33172

Mailing Address (if different): Click or tap here to enter text.

Telephone: 3055736356

Purchase Order Email Address: tharrell@vistasecurityservices.com

Page 2 of 3

ATTACHMENT 1 - SUBMITTAL FORM

24-530

Federal Identification Number / TIN: 20-0348479

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: William A. Lopen

Date: 5/15/2024

Print Name: William A. Lopez

Title: President

Primary E-mail Address: wlopez@vistasecurity.com Secondary E-mail Address: lgsoto@vistasecurity.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

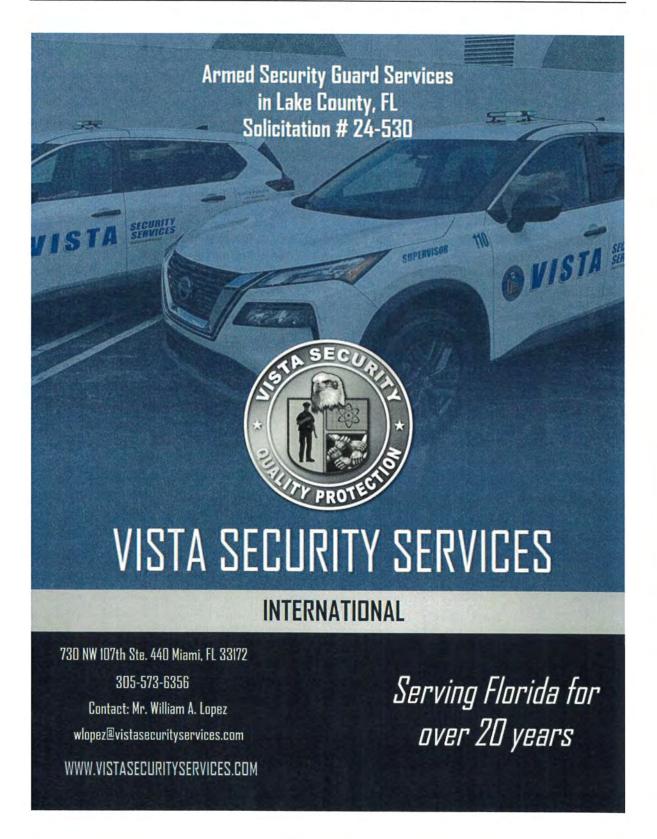
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Vista Security Services International is fully licensed and insured as an experienced security provider serving South Florida, Central Florida and Puerto Rico. We proudly implement effective security plans for warehouses, financial institutions, retail locations, commercial and residential patrols, community access control, special events, hospitals and more. Our success to complete work with our clients starts the moment our employees are hired. Once we hire, and before they assigned to our client, our licensed security officers receive additional training in the fields of basic crime prevention, interpersonal skills, and customer service. Once assigned to our clients, they are responsible for meeting all of the client's expectations by complying with all written and verbal post orders. At Vista Security Services International, we take pride in hiring and training only the most qualified, ethical and dedicated candidates. We conduct complete background checks which include; fingerprinting, drug testing and prior employment history verification. All candidates must pass a written and oral exam, and undergo an intense interview process, prior to being offered employment. We strive to create a high morale work environment, which is accomplished by providing our employees and staff with competitive pay, health care insurance options, pay incentives, promotional opportunities, and an awards program. VSS maintains strict monitoring and enforcement of professional ethical standards and uniform dress code. All Vista badges have our company's name, officers rank and his/her badge number. Name tags and company ID cards, provided by VSS, must be worn by officers at all times. Interpersonal skills and proactive crime prevention training are all an integral part of our employee training programs.



Vista Security Services International, will hire for this Lake County work only the most trained, qualified, ethical and dedicated candidates. Our goal is to ensure that our security personnel is able to excel in all tasks required by Lake County. Vista Security Services does not discriminate based on race, gender, color, religion, age, or disabilities. All of Vista's Security officers on the Lake County contract must first complete and possess the Florida State mandated (D) license (40-hour course). They would have undergone a full background check including fingerprinting, drug testing and prior employment history verification. The guards must then pass a written and oral exam, and undergo an intense interview process, prior to being offered the Lake County work. While fulfilling the Lake County duties, all security guards must undergo additional training in the fields of crime prevention, report writing, interpersonal skills, ethics, and customer service. Vista will use our most tenured armed security, including, but not limited to, our MDT supervisor and commanders.



Statement of Interest and Project Understanding

On behalf of Vista Security International, we submit this bid for RFP # 24-530, Armed Security Guard Services for various Lake County, FL buildings. With Florida offices in Lakeland and Miami, and with our expertly trained, fully licensed armed security officers, we have a full grasp of what is expected by Lake County, and of our company.

Our armed security guards receive specialized training in the use of firearms and are required to qualify and complete "use of force" training semi-annually. All armed security officers are trained by our inhouse instructors at our training academy. Our instructors are all former law-enforcement officers with firearm, tactical and safety training credentials. All armed security officers are subject to rigorous background and security checks.

We understand, and have reviewed, the pay basis, services needed, and all contractor requirements, including training, uniforms and duties.

We look forward to working with Lake County to provide you with the most professional private armed security services.

VISTA SECURITY SERVICES International



EXECUTIVE SUMMARY:

Vista Security Services was established in October 2003. A total of 20 years providing unarmed and armed security services in South, Central Florida and Puerto Rico. We currently have over 250+ security officers/employees. Corporate Majority Owner; Mr. William A. Lopez has 35 years of police experience, a Crime Prevention Through Environmental Design (CPTED) expert, creating partnerships with local police and clients.

- State of the Art Infrastructure (WINTEAM) finance, accounting, invoicing, scheduling, time keeping and payroll all in one system.
- Financially Sound profitable, positive cash flow, and well capitalized.
- State of the Art Technology Roving patrol vehicles with cameras (real-time tracking & recording), GPS (tracking & recording) Each officer is assigned a take home two-way radio. We use security guard software that includes real-time electronic reporting.
- Stable and Reliable Workforce Proven recruiting capability, exceptional retention through above standard/requirements, our training far exceeds industry standards, competitors, and client requirements.
- Fully Licensed and Highly Insured: Class B License: B2300206 / Insured above industry requirements.
- Corporate Office: Miami, FL 730 NW 107th Ave; Ste. 440, Miami, FL 33172
 Branch Offices: Lakeland, Central Florida & Puerto Rico

SECURITY AND PATROL SERVICES:

We are confident in our ability to provide exceptional security services to Lake County. Vista Security Services will provided highly trained security officers to guard and patrol per the scope of work.

We provide state of the art, marked patrol motor vehicles with real-time video recording and GPS tracking, golf carts, bicycles patrols or other motorized apparatus per our clients' requests. Per the scope we are prepared to provide our new model patrol vehicle fully equipped to Lake County.

EMERGENCY MANAGEMENT & RESPONSE:

Vista Security Services International understands the importance of being able to adjust and adapt to sudden changes when our clients are faced with emergency situations such as Natural Disasters, Unexpected Occurrences, and Unanticipated Events and Accidents.

Due to South Florida's potential for severe weather events, and the ever-present national terrorism threat, Vista Security Services has implemented an emergency response system known as "Alpha / Bravo". This will also be offered under this agreement. This includes, but is not limited to, the fast and efficient mobilization of manpower, the establishment of a command post, and the ability to contain the site of an emergency or special event. Activation of Alfa/Bravo triggers 12-hour work shifts, to provide the client with enhanced coverage and support during a crisis period. Our goal is to follow our clients' lead in protecting life and property, rerouting traffic in affected area(s), responding to requests for emergency assistance, providing access routes to affected areas, crowd control and keeping unauthorized persons out. Our guards are trained to assist in the orderly evacuation of structures and /or premises, safeguard facilities and sites, provide escorts of vehicles, people and employees, provide high visibility security in the affected areas and assist our clients with all requests within the scope of work and the assignment.

Vista Security thrives with excellence in customer service. Vista security takes a proactive approach to any issues, concerns, and/or complaints that may be received from our clients or respective representatives. Vista security strives to ensure customer satisfaction and success to each individual client. Vista will dedicate the account representative Ms. Jessica Chico to ensure an open line of communication with the county and to be the primary point of contact to resolve all issues and concerns.

The county will also have direct contact to the owner, Mr. William A. Lopez who will also be hands on to ensure security services contract success to Lake County.

TECHNOLOGY:

Vista Security assigns a "take-home" two-way **New Nextel Radio System** to all security officers, regardless of their post assignments. This allows the security officer to respond directly to any emergency or call-out assignment without first having to report to our Headquarters located in Doral, Florida. Our state-of-the-art radio system has a nation-wide capability which allows for all radios to have synchronized communication. Additionally, our radios are integrated through a Nextel Nation-Wide Radio system that allows our supervisors to stay in touch via their smart-phones and laptops. This system provides for greater accountability of our guards and supervisors. The transmitting range distance of this system unlimited. (Demonstration available upon request)



REPORTS:

All reports are completed on our digital computer report writing system "Officer-Reports" program. Officers are assigned an iPad, Computer or Smart-Phone while on duty. Officers are required to complete all reports prior to leaving their post at the end of shift. The report is automatically transmitted to the supervisor who reviews and approves the submission and it is then immediately forwarded to clients without delay. (Demonstration available upon request)



VEHICLE CAMERAS:

All Vista Security Services marked security patrol vehicles are equipped with a state of the art "Lytx Video and GPS Recording and Tracking System". This new system ensures greater accountability and the safety and security of our officers during patrol assignments. We record the direction of travel, speed and stops. This system allows for real-time and post-trip monitoring of driving habits for accountability, safety and training purposes. Officers are monitored in real time by the 24/7 Vista Security Services Dispatch Center. Dispatch and supervisors receive real time notifications from the Lytx System with a video recording should a moving violation be committed by the officer who is driving the car. (Demonstration available upon request)







Vista Security Late Model Nissan Rouge-Fully Equipped per scope of work

TRANSITION PLAN:

Vista will implement a smooth and organized security services transition plan in the preceding months prior to the first day of the Contract. Vista works with a detailed frame-work to transition from the expiring Security services contract to the Contract developed as a result of this solicitation. Our transition plan requires a cooperative effort between the County, Vista and the security vendor currently providing security services.

Vista has a 24/7 dispatch center to ensure open lines of communication with our clients and emergency response to any sudden needs. Our dispatch supervisor, identifies, schedules and/or hires well in advance to ensure all actions take place in the weeks leading up to Day 1 of our contract. Vista has the experience, staff and equipment to successfully provide the county the professional, productive and responsive security guard services requested in this RFP. In certain occasions, if the client is satisfied with the incumbent security officers and they agree with the decision to keep them, we interview them and retrain them to ensure the work is done per our specifications.

Our 24/7 dispatch center is fully equipped and operational. Our dispatchers work around the clock to ensure any open posts and emergency calls are covered. This allows us to send the necessary back up right away. We can rapidly respond and dispatch a supervisor for any incidents and provide additional support.

Upon execution of the contract, Vista will request a meeting with all involved management. At this meeting we will formally introduce our management team, and present our proposed staff and fully equipped state of the art patrol vehicles. Vista will schedule only highly trained security officers to service the county. Vista will conduct random site visits to ensure compliance of contract. Vista currently has all the equipment required as well as the personnel to successfully work on this contract.

STAFFING:

Experienced Key Administrative Personnel:

William A. Lopez: Vista Security Services International was founded by William A. Lopez, a retired police officer with over 35 years of experience. He has built a reputation as a highly trained specialist in Crime Prevention, Crime Prevention Through Environmental Design (CPTED) and Criminal Investigations.

His training services have been utilized by numerous other police departments domestically and internationally, including Germany and France, due to his unrivaled expertise in crime prevention and community policing. Mr. Lopez's work has been featured in newspapers such as The Star Ledger, The News Tribune, and The Miami Herald. He has also appeared as a guest speaker on the internationally aired Hispanic TV show Despite America". Other honors/awards Mr. Lopez has received include Miami Police Department's Community Policing Officer of the year (1998), Miami-Dade County Wide Crime Prevention Officer of the Year (2000), and various monthly awards for Administrative Excellence and Community Service.

Mr. Lopez served as a police officer for twenty years with the Perth Amboy New Jersey Police Department, two years in Los Angeles California and a total of sixteen years in South Florida. Mr. Lopez, a State of Florida certified police instructor, has conducted seminars on Community Policing, Ethics/Professionalism and Crime Prevention for local and foreign governments and police departments throughout the United States and Europe. Mr. Lopez, while employed by the City of Miami Police department, was invited by the governments of Germany and France to conduct training seminars on Community Policing and Crime Prevention as it relates to residential neighborhoods and the business community.

His work and expertise on the relationship between crime prevention and the development of community stakeholders' partnerships, has been featured in the Miami Herald, local Miami broadcasts and the renowned international Latin TV show "Despierta America". Mr. Lopez applies his crime prevention and CPTED expertise when developing post orders and patrol programs to ensure the maximum productivity of all security posts.

Over 20 years ago, Mr. Lopez formed Vista Security with the objective that it would not just be another security provider, but instead a company that provides highly trained professional security officers who have the training and skills to fulfill the requirements of our clients. We understand and embrace the fact that we must be sensitive to our client's needs and understand that every client has unique requirements. Most importantly, we take pride in working with and partnering with our clients to ensure that we have a good understanding of their needs as it relates to security, crime, safety issues and concerns.

Once a contract is secured by Vista Security, Mr. Lopez promotes a proactive relationship in the form of a partnership with the clients, the local police departments and the community. Mr. Lopez believes that the community, police departments and private security working together in partnership, ensures a greater opportunity for success in reaching the objective of a safer and more secure quality of life for the community.



<u>Luis Gustavo Soto:</u> Luis Gustavo Soto brings vast experience to the security industry, having dedicated himself to safeguarding communities for many years. He embarked on his journey initially serving as a Law Enforcement Officer in the State of New Jersey, where he became a valuable member of various specialized units. His unwavering commitment led him to the Community Policing Unit, where he proudly served for 16 years.

Luis Gustavo's career reached new heights when he joined Vista Security Services International as the Senior Executive Vice President. This role recently earned him a promotion to the esteemed position of COO, further enhancing his expertise in the field as he oversees various crucial departments within the company, such as the Training Division, Local, County, Federal Government, and Private Security Contracts, and most essential client relations.

He is essential to the unprecedented growth and financial performance at Vista Security Services International. Luis Gustavo is best known for his passion, energy, and ability to move the organization forward through technical innovation and breakthrough thinking. Luis inspires his team (office staff and security officers) to think differently in creating a new proactive and productive way for all employees to believe and deliver excellence in customer service and understanding that every client is unique in their security needs.

One of Luis's defining qualities is to foster a culture of excellence in customer service. He ensures that his team understands the importance of tailoring their approach to deliver the utmost customer service satisfaction.

Certifications/Experience:

- New Jersey Law Enforcement Officer.
- Certification, State of New Jersey Department of Law and Public Safety Division of Criminal Justice Police Training Commission
- Graduate, Ocean County, New Jersey Police Academy
- Certification, Middlesex County College, State of New Jersey Department of Law and Public Safety Division of State Police Training Course. Office of Emergency Management.
- Certificate, State of New Jersey State Police Office of Emergency Management Hazardous Materials Emergency Response Planning Unit. Level 1, First Responder.
- Graduate, Monmouth County, New Jersey Fire Academy. Fire Fighter I.

Awards and Recognitions:

- Citation for rising beyond the call of duty (Memorial Community Service Medal)
 Good Conduct Medal. (Four Times Silver Award) (Three Times Gold Award)
- Community Relations Unit, Certificate of recognition for the Ident a Kid Program's implementation, success, and support.
- Letter of commendation by the City Mayor, City Council, and Police Director for vital professional service and dedication to duty.

State of Florida Licenses:

- Security Agency Manager (MB License)
- Security Instructor (DI License) (Full Curriculum)
- Security Officer (D License Unarmed)
- Security Officer (G License Armed)

Dedicated Account Representative:



<u>Jessica Chico</u>: Jessica started in the security industry in 2011. She began working with G4S Security, as an armed officer on a ISD Government Contract. Then on 2012, she moved to Allied Barton and started working on the WASD (water and sewer government accounts) As a security officer until 2016, then moved up as a field supervisor, monitoring posts and making sure the officers where in compliance, as per work orders. Then on 2019, She started a new position with Vista Security Services as an operations manager until she was promoted to Senior Vice President in 2021. Her role in Vista is to oversee all the accounts, bring in new accounts and renew company

contracts. Jessica will be the dedicated account representative to ensure smooth communication and ensure full contract compliance.



Tonya Harrell has over 20+ years of experience in the security industry successfully dealing with payroll and accounting for security contracts. Before joining the Vista security family five years ago, she worked at 50 States Security for over 16 years. She started as the payroll manager and was promoted to finance manager. Ms. Harrell is highly knowledgeable with contract billing, payroll and auditing requirements. She is an expert using and training others with WINTeam software. WINTeam Integrated scheduling software enables effective overtime prevention, compliance, and cost control. Ms. Harrell earned her Master's degree in Accounting.



Heily Valdes: has over five years working with the Vista Security Services family. She was hired and highly trained to work specifically with county contract files. She has gained all the knowledge to successfully process and submit candidates files for final approval. She coordinates all trainings for candidates. She is certified with FTA drug and alcohol record keeping, pre-employment hiring procedures, random, post accident, and return to duty testing procedures. She is an expert processing our county contract files, passing every audit and submitting all compliance reports through Miami-Dade's LCP tracker. She has earned a Masters degree in business administration. She has experience working successfully with Ms. Rocio Jimenez, Senior Personnel Specialist and Medical and Records Program Manager, Mr. Michael Viera. She uses Miami-Dade Counties LCP tracker for uploading certified payroll as required by our county contract. Heily also submits monthly reports to the prime contractor.



<u>Joanna Calvo</u>: Experienced HR Director with 7 years experience ready to dedicate time, resources and ensure document compliance.

Edgar Zambrano: In-House accountant with over 15 years of experience to facilitate with reports and ensure full transparency.

WORKFORCE SELECTION:

At Vista Security Services, we take pride in hiring and training only the most qualified, candidates. We strive for a high morale work environment. This is accomplished by providing our employees and staff with competitive wages, continuous paid training, health care insurance, annual paid vacation leave, pay incentives, promotional opportunities, and an award recognition program. We have developed a unique partnership with reliable and reputable security schools and colleges. This allows us to identify individuals that are qualified and seeking a career in the security industry and those that are seeking careers in the law-enforcement field.

We strongly believe in hiring candidates that live within the immediate or reasonable geographical distance (when at all possible) of our clients. We know that this strategy promotes pride, professionalism and ownership of the task and/or the objectives of our clients. As such, we strictly monitor and enforce professionalism, high ethical standards, and a uniform dress code. This, along with interpersonal skills and proactive crime prevention training, is an integral part of our employee training program. At Vista Security we believe in going the extra mile for our clients and the communities we serve. Our goal is to not only meet, but exceed, our clients' expectations. Vista Security Services International has developed a professional support staff with the highest standards in the security industry in order to ensure the delivery of the highest quality service to our clients. We are confident in our administrative and operations (dispatch office) team's ability to successfully perform on this contract. Managing and dispatching over 250+ armed and unarmed security officers throughout south and central Florida has enabled us to fully understand the security industry and ensure we deliver the highest quality of service to our clients.

Prior to bringing on staff, we complete full background checks on our candidates, including fingerprint check, license and training validation, drug testing and prior employment history verification and review of references. All employees are hired on a provisionary basis, pending final evaluation of his or her performance during the training period. All Vista Officers must first complete and posses the Florida State mandated (D) - 40 license course. After an intensive application and screening selection process, the new security guard must undergo additional training in the field of crime prevention, report writing, interpersonal skills, ethics, and customer service. All training is conducted by Vista Security in-house qualified State Licensed instructors. Vista Security Services is committed in providing on-going and in-service post hiring train ing to all staff and security officers. Training, customer service and proper supervision are the key to Vista Security's success. Vista Security Services International does not discriminate based on race, gender, color, religion, age, or disabilities.

What separates Vista Security Services from other competitors is the constant commitment in providing well-trained security forces that provide excellent and affordable security services. Our expertise in healthcare environments, community patrols, warehouses, Metro Rail for Miami-Dade County's high degree of public contact will provide you with security personnel who have an understanding of criminal behavior, proficiency in the prevention of crime and a focus on excellence in customer service. Vista's mission is to make all locations of responsibility as safe as possible for all visitors, staff, clients, businesses and communities who entrust them with their everyday security and safety. Our best tool is to maintain the highest standards of professional ethics and integrity, accompanied by the most current crime prevention methods and technology. We continuously seek input, feedback and constructive criticism from our clients to ensure costumer service satisfaction. Vista looks forward to not only meeting but exceeding your every expectation. Vista would be the best long term decision for this contract.

While working for county contracts as a subcontractor, Vista has acquired all the experience to successfully hire and train Level II and level III security officers with the highest standards and qualifications required. Vista has passed all audits conducted for the county contract employee files.

We have a 24/7 dispatch center fully equipped and operational. Our dispatchers work around the clock to ensure any open posts and emergency calls are covered. This allows us to send the necessary back up right away. We can rapidly respond and dispatch a supervisor for any incidents and provide additional support.

We certify that employees assigned to the county will undergo a criminal history record/ background check within 180 days prior to beginning employment at this post. The check will be updated annually and will ensure no felony, misdemeanors involving moral turpitude, or barrier crime convictions.

Exhibit B **Hourly Rate Schedule**

ATTACHMENT 2 - PRICING SHEET Rev 01/21/2025

24-530

ARMED GUARD SECURITY SERVICES

Buena Vista Security and Protection Agency,LLC (dba) Vista Security Services International

SAVE AND SUBMIT AS AN EXCEL FILE

Hourly rate shall encompass all costs, overhead, salary, benefits, specified uniform and equipment requirements, and any other costs. Contractor shall not bill the County for any mileage or meals. Billing for hourly rate shall commence on each Armed Guard's arrival at the designated work site and extend until departure. Lunch and break periods as coordinated with the designated facilities personnel may be billed at full charge at any time the Armed Guard will be on-call during those periods.

ITEM #	(includes renewal options)	Regular Hourly Rate Charged	Overtime Hourly Rate	Regular Hourly Rate Paid to Guard*	Overtime Hourly Rate Paid to Guard*	Comments
1	One	\$30.65	\$45.95	\$22.00	\$33.00	
2	Two	\$32.30	\$48.45	\$23.00	\$34.50	
3	Three	\$33.95	\$50.90	\$24.00	\$36.00	
4	Four	\$35.60	\$53.40	\$25.00	\$37.50	
5	Five	\$36.95	\$55,40	\$26.00	\$39.00	

*Contractor acknowledges Florida's minimum wage rate increase schedule.

County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished for any direct purchasing. Contractor is responsible for payment of taxes on purchased project materials.

County will not accept nor authorize payment for travel time or expenses of service personnel to any County facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.



AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

	Be	fore me, the undersigned authority, personally appeared (Name of affiant) William A. Lopez						
	wh	o, after being firstduly sworn, deposes and says of his or her personal knowledge the following:						
	1.	Affiant is the (Title) President / CEO of						
	(Business Name) Buena Vista Security and Protections Agency, LLC (dba) Vista Security Services Interna which is authorized to conduct business in the State of Florida, hereinafter called the "Business,"							
	2.	Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.						
	3.	 Prohibition on Providing Economic Incentives to Foreign Entities of Concern: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes. 						
	4.	Compliance with Human Trafficking Laws: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."						
	5.	Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.						
	Sig	ned and Delivered on the 24 day of Tanungy, 2025. BY: Signature of Affiant William A. Lopez						
		TE OF Florida NTY OF MINM Dade Printed Name						
-		to (or affirmed) and subscribed before me by means of the physical presence or online notarization, this <u>24</u> day of <u>Anvary</u> , 20 <u>25</u> , by <u>William A. Lopez</u> , who is the personally known to me or on has used identification (type):						
1	, out	(Notary Signature)						
		(SEAL)						
		Joanna Calvo Comm.: HH 419241 Expires: Sep. 8, 2027 Notary Public - State of Florida						