

## AGREEMENT FOR SECURITY GUARD SERVICES

THIS AGREEMENT FOR SECURITY GUARD SERVICES ("Agreement") – is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City") and VIP SECURITY & INVESTIGATIONS, LLC, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN: 46-4596604) ("Vendor").

**WHEREAS**, on July 13, 2021, City issued a Request for Quotation ("RFQ") for the provision of security guard services at City Hall, Customer Service Center, the City's Downtown Parking Garage, City Complex, and ad-hoc City events RFQ No.: ITS/210576 (the "Solicitation"); and

**WHEREAS**, a total of ten (10) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quotation submitted by VIP Security & Investigations, LLC was found to be the highest ranked quote as scored by City; and

**WHEREAS**, Vendor was selected to provide on-site security guard services at City Hall, Customer Service Center, City Downtown Parking Garage, City Complex, and ad-hoc City events (the "Services"); and

**WHEREAS**, Vendor certifies that Vendor is qualified and possesses the required licensure, skills, and experience to perform the work as set forth in the attached **Exhibit A – Scope of Work**.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Services and the quotation submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specification section of this Agreement (if any). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

**Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Services (A-1 through A-4)
- Exhibit B: Price Proposal (B-1 through B-2)
- Exhibit C: Contractor Proposal (C-1 through C-4)

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Services may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount not to exceed **EIGHT-HUNDRED SEVENTY THOUSAND, FOUR HUNDRED SIXTEEN AND NO/100 DOLLARS (\$870,416)** (the "Contract Sum") over the initial contract term in accordance with the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
  - A. **Pricing.** Vendor shall be compensated in accordance with the unit pricing schedule set forth in the attached **Exhibit B – Price Proposal**.
  - B. **Renewal Pricing Increases.** Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** above the pricing set forth in **Exhibit B – Price Proposal**.
  - C. **Invoice Submission.** All original invoices must be submitted by Vendor to City Project Manager ("Project Manager") once a month to: **Information Technology Department**, 110 SE Watula Avenue, 1<sup>st</sup> Floor Ocala, Florida 34471 Attn: **Chris Ramos**, E-Mail: [cramos@ocalafl.org](mailto:cramos@ocalafl.org); Telephone: 352-629-8209.
  - D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
  - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

- F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **OCTOBER 1, 2021** and continue in effect for a term of **THREE (3) YEARS** through and including **SEPTEMBER 30, 2024**. This Agreement may be renewed for up to **THREE (3)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Vendor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, pandemics, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
  - A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of services performed and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
  - B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
  - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
    - (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
    - (2) Vendor fails to complete the work required within the time stipulated in the Agreement; or
    - (3) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
  - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination, to include the cost of any repair, maintenance, or replacement to City water and wastewater facilities; and
  - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason,

shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

**11. VENDOR REPRESENTATIONS.** Vendor expressly represents that:

- A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
- B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
- C. Vendor has had an opportunity to visit, has visited, and/or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
- D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12. VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

- A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
  - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
  - C. Vendor shall be responsible to see that the services provided comply accurately with the terms of this Agreement and the intent thereof.
  - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
  - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Vendor. City has the authority to request changes in the Work in accordance with the terms of this Agreement and the Contract Documents. City has the authority to stop or to suspend any work.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.
16. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.



- C. Coverage for contractual liability is also required.
- D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. Vendor is responsible for the amount of any deductible or self-insured retention. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.
- C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org).** Renewal certificates must also be forwarded to the Contracting Department prior to the



policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

\*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the services provided. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded

equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
22. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it

performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
  - A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. 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 Vendor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the

public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

29. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
30. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
32. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy

hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

VIP Security & Investigations, LLC  
Attention: Angela Juaristic  
4101 SW 7<sup>th</sup> Ave Rd.  
Ocala, Florida 34471  
Phone: 352-427-2176  
E-mail: [vipocala@gmail.com](mailto:vipocala@gmail.com)

If to City of Ocala:

Tiffany Kimball, Contracting Officer  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8366  
Fax: 352-690-2025  
E-mail: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

Copy to:

Robert W. Batsel, Jr.  
Gilligan, Gooding, Batsel & Anderson, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
Phone: 352-867-7707  
Fax: 352-867-0237  
E-mail: [rbatsel@ocalalaw.com](mailto:rbatsel@ocalalaw.com)

37. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
38. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY

ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

39. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
40. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
42. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.



45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
48. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
49. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]**

IN WITNESS WHEREOF, the parties have executed this Agreement on 10 / 13 / 2021.

**ATTEST:****CITY OF OCALA**

Angel B. Jacobs

City Clerk



Justin Grabelle

City Council President

**Approved as to form and legality:****VIP SECURITY & INVESTIGATIONS, LLC**

Robert W. Batsel, Jr.

City Attorney

By: VIP Security & Investigations, LLC

(Printed Name)

Title: Owner

(Title)

**BACKGROUND**

1. Contractor shall manage the security services at City Hall, Customer Service Center, City Downtown Parking Garage, City Complex, and ad-hoc City events.
2. These sites serve citizens, City Officials, and other dignitaries. The services provided will help maintain order and security within these City owned properties.
3. Contractor shall furnish all labor, services, materials, and equipment necessary to provide security services to the City.

**LICENSE REQUIREMENTS**

1. **Licensing Requirement:** Certification from Florida Department of Agriculture and Consumer Services (FDACS) licenses for:
  - A. **Security Agency (Main Office) - Class "B"** for security firm/company.
  - B. Security Officers:
    - i. Unarmed: **Security Officer - Class "D"**
    - ii. Armed: **Statewide Firearm License - Class "G"** and **Security Officer - Class "D"**
2. All licenses must be maintained for the duration of the contract and licenses shall be submitted to the City project manager for each new security officer provided prior to the start of work.

**CONTRACTOR RESPONSIBILITIES**

1. **Service areas include:**
  - A. City Hall:
  - B. Customer Service Center:
  - C. City Downtown Parking Garage:
  - D. City Complex; and
  - E. Ad-hoc City events.
2. **Service hours per week:**
  - A. 200 hours of armed coverage; and
  - B. 56 hours of unarmed coverage.
3. All security officers provided to the City must:
  - A. Complete training in the operation of a metal detector and proper search procedures prior to reporting to the City.
  - B. Utilize visitor management system maintained by the City.
  - C. Conduct a general sweep of a designated area to ensure no unauthorized personnel are left inside or outside.
  - D. Ensure all doors the building are closed and secured at night and opened in the morning for business operations.
  - E. Present a professional appearance; uniforms will be provided by the security company.
4. Contractor must allow for some flexibility with scheduling.

**CONTRACTOR REQUIREMENTS**

1. Contractor shall pay assigned security officer at least two dollars above minimum wage and a yearly cost of living increase.
2. Provide a lighted, gas powered or electric, marked golf cart or small vehicle to remain on City property at all times and parked in a designated location when not in use. The City provides a lockable, secure parking area, located on the first floor of the parking garage.
  - A. Contractor is responsible for lease/purchase of golf cart or small vehicle.
  - B. Contractor is responsible for maintenance, fuel and all cost associated with maintaining the golf cart or small vehicle.
3. Contractor must provide:
  - A. One (1) additional armed security officer within six hours of notification.
  - B. One (1) additional unarmed security officer within four hours of notification.
  - C. Three (3) additional unarmed security officers within 24 hours of notification.
4. Additional requested security officers will be paid the hourly rates defined in **Exhibit B – Price Proposal** unless an exception is provided by the City for special circumstances.
5. Contractor must provide the daily, monthly and upon occurrence reports and activities:
  - A. Incident reports stating:
    - Guard post location
    - Date/time
    - Incident location
    - Persons involved
    - Report/incident details
  - B. A daily parking report with parking violations, types of violations:
    - Unauthorized parking
    - Double parked
    - Oversized in compact
    - Public area vs hotel pass
    - Reserved area, no pass
  - C. Monthly reports:
    - # of total Incident reports generated for entire month (by location)
    - # of hours worked for entire month (by location)
    - # of parking violations
    - Metal detector tracker
      - # of how many visitors
      - type and count of items rejected
      - # of questions answered
    - Miles driven
  - D. Monitoring CCTV system for suspicious activity.

**CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. The Contractor shall employ only qualified, licensed, and competent personnel at the Contractor's expense. All such employees shall be subject to approval by the City.
2. All Contractor employees and all sub-contractor employees assigned under this solicitation will be required to undergo a background screening process and provide appropriate licensing prior to the start of work. Failure to comply with this requirement will be grounds for contract termination.
  - A. Contractor, at the Contractor's sole cost and expense, must obtain a Florida Criminal History Record Check from the Florida Department of Law Enforcement (FDLE) on all Contractor's employees assigned to work at a City location, prior to such employees commencing work.
    - i. Checks shall be updated annually thereafter unless otherwise agreed in writing by the City.
    - ii. Copies of the initial FDLE report along with their current FDACS licensing shall be provided to the City Project Manager prior to assignment of any employees to a City location and within ten (10) calendar days of receipt thereafter.
  - B. Prior to providing the FDLE report to the City, Contractor must obtain the written consent of any assigned employees to release all background check reports to the City and to allow the City to perform its own additional criminal background investigation of any assigned employee at any time should the City so desire in its sole discretion. The City in its discretion may provide a form for the Contractor to sign and have its employees sign for such purpose. Written consent must be provided to the City when providing the FDLE report.
3. No employee of the Contractor shall be permitted to work at a City location if at the City's discretion, the City determines the Contractor's employee is not eligible to work at a City location based on the results of the Criminal History Record Check or failure to provide current licensing. The City will notify the Contractor promptly of any such determination.
4. Should City management deem any employee incompetent, negligent or for a cause unfit for duty, Contractor shall dismiss the employee and the employee shall not again be employed by the Contractor under this solicitation.
5. Contractor shall ensure that employees working under this Contract be physically capable of performing the activity that is required.
  - A. All personnel reporting for duty must be in good physical health and not taking medications that impair or limit performance.
  - B. Contractor shall advise the City immediately if any employee or representative of Contractor is injured on the job within the service of this Contract.
6. Upon termination of any employee or completion of work by Contractor, all City issued credentials, keys, etc. shall be returned to the City. Failure to comply with this requirement may delay final payment to the Contractor.
7. Contractor must supply accurate contact information of account manager and supervisor that can be reached at all times.
8. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.

9. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala. Contractor shall control their operations and be solely responsible for the acts or omissions of his employees.
10. No smoking is allowed on City property.
11. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

**SAFETY**

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing lost, damaged, destroyed or stolen.



## Exhibit B - Price Proposal

Proposer name	Proposer Location
VIP Security & Investigations, LLC	Ocala

INITIAL CONTRACT TERM PRICING					YEAR 1		YEAR 2		YEAR 3	
ITEM	LOCATION	TYPE	HOURS/ DAY	UOM	RATE/COST	ANNUAL AMOUNT	RATE/COST	ANNUAL AMOUNT	RATE/COST	ANNUAL AMOUNT
1	City Hall	Armed Officer	8	Hour	\$ 21.50	\$ 44,720.00	\$ 22.75	\$ 47,320.00	\$ 23.50	\$ 48,880.00
2	Customer Service Center	Armed Officer	24	Hour	\$ 21.50	\$ 134,160.00	\$ 22.75	\$ 141,960.00	\$ 23.50	\$ 146,640.00
3	City Downtown Parking Garage	Unarmed Officer	8	Hour	\$ 17.50	\$ 50,960.00	\$ 18.50	\$ 53,872.00	\$ 19.50	\$ 56,784.00
4	City Complex	Armed Officer	8	Hour	\$ 21.50	\$ 44,720.00	\$ 22.75	\$ 47,320.00	\$ 23.50	\$ 48,880.00
5	Downtown: City Hall, CSC, Parking Garage	Security Golf Cart	Monthly rate		\$ -	\$ -	\$ 125.00	\$ 1,500.00	\$ 225.00	\$ 2,700.00
6	Ad-hoc City events	Unarmed Officer	Hourly rate		\$ 24.75		\$ 25.50		\$ 27.00	
7	Ad-hoc City events	Armed Officer	Hourly rate		\$ 31.00		\$ 32.00		\$ 34.00	
<b>Annual Grand Total</b>					<b>\$</b>	<b>274,560.00</b>	<b>\$</b>	<b>291,972.00</b>	<b>\$</b>	<b>303,884.00</b>
<b>Grand Total: 3-Year Initial Term</b>					<b>\$</b>	<b>870,416.00</b>				

*OPTIONAL RENEWAL TERM PRICING					YEAR 4		YEAR 5		YEAR 6	
ITEM	LOCATION	OFFICER TYPE	HOURS/ DAY	UOM	RATE/COST	ANNUAL AMOUNT	RATE/COST	ANNUAL AMOUNT	RATE/COST	ANNUAL AMOUNT
8	City Hall	Armed Officer	8	Hour	\$ 25.00	\$ 52,000.00	\$ 26.50	\$ 55,120.00	\$ 27.50	\$ 57,200.00
9	Customer Service Center	Armed Officer	24	Hour	\$ 25.00	\$ 156,000.00	\$ 26.50	\$ 165,360.00	\$ 27.50	\$ 171,600.00
10	City Downtown Parking Garage	Unarmed Officer	8	Hour	\$ 21.50	\$ 62,608.00	\$ 23.00	\$ 66,976.00	\$ 24.00	\$ 69,888.00
11	City Complex	Armed Officer	8	Hour	\$ 25.00	\$ 52,000.00	\$ 26.50	\$ 55,120.00	\$ 27.50	\$ 57,200.00



ITEM	LOCATION	TYPE	HOURS/ DAY	UOM	RATE/COST	ANNUAL AMOUNT	RATE/COST	ANNUAL AMOUNT	RATE/COST	ANNUAL AMOUNT
12	Downtown: City Hall, CSC, Parking Garage	Security Golf Cart	Monthly rate		\$ 150.00	\$ 1,800.00	\$ 160.00	\$ 1,920.00	\$ 170.00	\$ 2,040.00
13	Ad-hoc City events	Unarmed Officer	Hourly rate		\$ 22.25		\$ 23.75		\$ 25.25	
14	Ad-hoc City events	Armed Officer	Hourly rate		\$ 35.00		\$ 36.00		\$ 37.00	
<b>Annual Grand Total</b>					<b>\$ 324,408.00</b>		<b>\$ 344,496.00</b>		<b>\$ 357,928.00</b>	

*\*Optional years will not be considered in evaluation.*

B-2



## **Exhibit C – Contractor Proposal** (Contract #: ITS/210576)

Name: VIP Security and Investigations, Inc.  
Address: 4101 SW 7<sup>th</sup> Avenue Road  
Ocala, FL 34471  
Owner: Angela Juaristic  
Project Manager: George Juaristic  
Telephone: 352-427-2176  
Email address: [vipocala@gmail.com](mailto:vipocala@gmail.com)  
Taxpayer ID: 46-4596604  
State of Florida Business License #: B-1400019

VIP Security and Investigations, LLC. (VIP) was established in 2014. Locally owned and operated, VIP's vision is to provide a customized suite of security services for commercial, governmental, residential, and retail consumers. In a world of increasing violence and threats, safety is a precious commodity.

The premise of VIP Security and Investigations is the provision of security services customized to meet the consumer needs. We believe the methodology and commitment of VIP Security Staff provides for a higher level of safety and security to the consumers utilizing our services.

During the seven years our agency has been active, VIP Security and Investigations has provided a full suite of security services to include, personal protection for individuals, property protection for governmental agencies and publicly accessible facilities, residential guard services, roving patrols of vacant properties and constant presence security for high crime area properties.

For the past four years, VIP Security and Investigations has delivered high quality and flexible security services at City Hall, Customer Service Center, City Downtown Parking Garage, the City Complex, and ad-hoc City events.

Following the landfall and destruction of Hurricane Irma in September of 2017, VIP provided additional security at FEMA collection site and City of Ocala Compound. While gas and resources were scarce, VIP Security demonstrated an ability to staff these areas on short notice.

In the four years that VIP has worked to protect the assets of the city, our officers have demonstrated exceptional devotion and reactive responses resulting in life saving measures. One of these incidents occurred on the City of Ocala property. When speaking of the actions taken, it was remarked that the actions were not extraordinary as they were indicative of the high level of responsiveness for which VIP Security and Investigations is known.



## **Exhibit C – Contractor Proposal** (Contract #: ITS/210576)

### **Qualifications and experience**

VIP Security and Investigations has extensive experience in managing the security needs of governmental and publicly accessible properties. Licensed by the State of Florida, VIP Security and Investigations holds an active Class “B” security firm license. Both the owner and manager hold current State of Florida Security Officer licenses.

VIP Security’s owner, Angela Juaristic holds a bachelor’s degree in Criminal Justice and has extensive experience in investigatory processes, supervision of staff, regulatory processes, and company management. With over 20 years working in the Child Welfare system, Angela Juaristic rose first through the ranks to supervisor and then program specialist. In these positions she oversaw units of investigators and state employees tasked with difficult and highly regulated duties. Training and oversight of employees on regulatory and agency directives included helping staff identify safety protocols (personal and professional). Following privatization of Child Welfare Services, Angela Juaristic moved into the position of Assistant Manager of a local Child Welfare Agency. In this position she was responsible for assisting with the daily oversight and supervision of 70 employees. After 25 years of service, Angela Juaristic moved into a role of Executive Director over a local nonprofit agency. In this role, she continued not only supervision of staff but also training staff and community partners on complex regulations and monitoring of service provision.

VIP Security and Investigations is managed by George Juaristic. George Juaristic also holds a bachelor’s degree in criminal justice. George Juaristic is a retired veteran who specialized in port security services. George Juaristic served and worked to secure US ports during both Iraqi Freedom and Dessert Storm. As the manager of VIP Security and Investigations, George oversees the daily operations to include hiring of staff, verification of qualifications of candidates, instructions on post orders, changes in duty assignment, payroll, review of reports and incidents and other administrative functions.

VIP Security and Investigations utilizes a payroll company to ensure timely and accurate payments of staff, submission of tax payments and unemployment taxes. George Juaristic has overseen all other accounting needs since 2014.

VIP security currently employs seven Security Officers who provide security services for the City of Ocala. Five officers hold both the State of Florida Class “D” (Security Officer) and Class “G” (Statewide Firearm) Licenses. Two officers are unarmed and hold active State of Florida Class “D” licenses. Officer resumes are attached to this proposal

As required by the State, all Security Officer complete the required 40 hours of training as the first step to becoming licensed. Armed officers must also complete 28 hours of weapon training and 4 hours of range



## **Exhibit C – Contractor Proposal** (Contract #: ITS/210576)

training. Once these initial trainings have been completed, every candidate must undergo criminal background checks.

Only after completing these processes, are candidates considered for hire. During the hiring process, VIP Security and Investigations prioritizes candidates with law enforcement, military and/or other security related experience. When available, the City of Ocala Procurement office has been invited to participate in the interviewing and selection of the most qualified candidate.

Upon hire, every Security Officer is trained on all City post orders. Cross training allows for the ability to shift Security Officers as needed as well as increasing ability to provide full coverage during break or unscheduled absences. All Security Officers are required to complete CPR and first aid training as well as training in the use of the metal detector and proper search procedures.

### **Approach and Methodology:**

VIP Security Services currently provides armed and unarmed officers for the management of security needs at City Hall 8:00 AM to 5:00 PM Monday to Friday, Customer Service Center 7:30 AM 5:30 PM Monday to Friday, City Downtown Parking Garage 8:00 PM to 4:00 AM Seven Days a Week, City Complex, 8:00 AM to 5:00 PM Monday to Friday, Relief Security Officer 11:00 AM to 8:00 PM Monday to Friday, Code Enforcement 9:00 AM to 6:00 PM Monday to Friday and ad-hoc events requested by City Management. Through a combined approach of posted security officers, mobile security and monitoring of CCTV cameras, the VIP team works to ensure a safe environment for staff, Dignitaries and visitors.

Post orders for each post is attached to this bid, which outlines the duties as approved by the City of Ocala Procurement manager. Some of the most prominent activities completed by VIP Security Services in managing the City of Ocala security needs, are detailed below.

A posted security guard represents upscale security and on-site surveillance, thereby deterring criminal activity. An officer posted at the City Hall entrance is responsible for monitoring the entry and exit of employees and visitors. VIP security officers utilize metal detector screening and CCTV to monitor those entering the building and detection of weapons. Identification is required for entry and every person entering is subject to search if there is suspicion of prohibited weapons. When CCTV monitoring results in identification of suspicious or criminal activity, the closest Security Officer is notified to respond.

A second officer is posted at the Customer Service Center. The Ocala Utility Services personnel often find themselves confronted with customers angry over loss of utility services or anxious about inability to pay a bill. The presence of this officer helps to deter angry outburst toward employees and diffuse escalating tempers. This officer also patrols the area to ensure no unauthorized persons are attempting to enter, loiter or otherwise engage in prohibited activity in this area.



## **Exhibit C – Contractor Proposal** (Contract #: ITS/210576)

Security guards can do several things even the most state-of-the-art security systems cannot. This includes roving. While you can set up multiple cameras with live feeds, a roving security guard can follow suspicious people, look behind corners, and shine lights into dark places.

Roving security officers are utilized for the City Downtown Parking Garage, City Complex and ad-hoc events

Through the combination of walking patrols and patrols utilizing the VIP Security golf cart, Security Officers are available to respond to emergencies as needed. Officers walk all floors of the garage and enforce parking regulations. Parking garage security is provided during business hours, after hours and on weekends.

VIP Security utilizes the Guard Trac checkpoint system. Guard Track checkpoints have been strategically placed throughout the Downtown Parking Garage, City Hall and City Complex. Security officers are required to check in through these checkpoints every hour.

Customer services officer completes a general sweep of the area. At the end of the day, officers conduct a general sweep of designated areas to ensure no unauthorized personnel left inside. Ensure all doors are closed and secured at night and opened in the morning for business operations.

Written reports are completed daily detailing activities, unusual incidents and responded activities. Sample attached.

In the event of an unfortunate situation, a security guard also serves as a reliable witness in terms of providing information and statements for the police. Regardless of the situation, a security guard is a third-party professional who can provide valuable evidence. This can include anything from suspect identification, details about a violent employee, and everything in between. In the event of a situation in which you're personally involved, a security guard will prevent a "he said, she said" police report.

A security guard will also help keep the peace when it comes to inter-office relationships. In the event that an employee has a personal situation arise, such as a stalker or an ex-spouse who won't leave them alone, a security guard provides a safe buffer to keep your employees safe.

VIP Security works with another local security company to provide short notice coverage. Through this partnership VIP Security is able to meet the requirement of providing one additional armed security officer within six hours of notification, one additional unarmed officer with four hours of notification and three additional unarmed security officers within 24 hours of notification.

Current pay rates are in accordance with the requirement of payment of at least two dollars above minimum wage and yearly cost of living. VIP Security pricing as attached to this proposal takes into account the need for incremental pay increases to maintain quality Security Officers.

<b>TITLE</b>	FOR REVIEW & SIGNATURE - Agreement for Security Guard...
<b>FILE NAME</b>	FOR REVIEW - Agre... LLC (ITS 210.pdf
<b>DOCUMENT ID</b>	af55e263ee72f3229905cecc53e74d104114e95a
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**10 / 08 / 2021**

09:04:58 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), VIP Security & Investigations, LLC (vipocala@gmail.com), Justin Grabelle (jgrabelle@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org  
IP: 216.255.240.104



VIEWED

**10 / 12 / 2021**

14:57:34 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)  
IP: 216.255.247.51



SIGNED

**10 / 12 / 2021**

14:59:59 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)  
IP: 216.255.247.51



VIEWED

**10 / 12 / 2021**

15:05:45 UTC-4

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IP: 24.250.218.144

<b>TITLE</b>	FOR REVIEW & SIGNATURE - Agreement for Security Guard...
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<b>DOCUMENT ID</b>	af55e263ee72f3229905cecc53e74d104114e95a
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



**10 / 12 / 2021**  
23:37:01 UTC-4

Signed by VIP Security & Investigations, LLC  
(vipocala@gmail.com)  
IP: 24.250.218.144



**10 / 13 / 2021**  
15:19:52 UTC-4

Viewed by Justin Grabelle (jgrabelle@ocalafl.org)  
IP: 24.250.246.81



**10 / 13 / 2021**  
15:20:03 UTC-4

Signed by Justin Grabelle (jgrabelle@ocalafl.org)  
IP: 24.250.246.81



**10 / 13 / 2021**  
15:35:37 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)  
IP: 216.255.240.104



**10 / 13 / 2021**  
15:35:48 UTC-4

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IP: 216.255.240.104



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15:35:48 UTC-4

The document has been completed.