

# COUNTY OF HENRICO DEPARTMENT OF FINANCE PURCHASING DIVISION CONTRACT EXTRACT NOTICE OF RENEWAL

DATE:	August 22, 2024
CONTRACT COMMODITY/SERVICE:	
(include contracting entity if cooperative)	Unarmed Security Guard Services
CONTRACT NUMBER.	22024
CONTRACT NUMBER:	2380A
COMMODITY CODE:	990.46
CONTRACT PERIOD:	August 23, 2024 through August 22, 2025
RENEWAL OPTIONS:	2 Additional 1 Year Period through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy W. Venaglia
Phone Number:	804-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS NCLUDED:	YES
SUPPLIER: Name:	Regional Marketing Concepts, Inc. aka RMC Events
Address:	8247 Meadowbridge Road
City, State:	Mechanicsville, VA 23116
Contact Name:	Greg Stubblefield; Angie Stubblefield
Phone Number:	804-353-7621
Email Address:	greg@RMCEvents.com; Angie@RMCEvents.com
ORACLE SUPPLIER NUMBER:	8844
BUSINESS CATEGORY:	Small Business
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and requested
DELIVERT.	As needed and requested
FOB:	Destination
DINED	Laire LO Callina ODDD MOO MOA
BUYER: Name: Title:	Leisel O. Collins, CPPB, VCO, VCA  Purchasing Manager
Phone:	804-501-5687
Email:	COL119@henrico.gov
2	

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

#### PRICE SCHEDULE – CONTRACT NO. 2380A

Fixed Hourly Rate per guard: \$20.47 per hour

• Minimum hours per guard/per event: Four (4)

None • Fee Charged for short notice of cancellation:

• Parking Equipment (Cones, etc.) when Contractor personnel utilized for parking staffing

No Charge

• Other Equipment Available for Additional Cost (as needed):

Walk-Thru Metal Detectors

Additional Hand-Held Metal Detectors

Roadside Message Board

Vehicular Counter

Lightweight Barriers/Rack

#### SCOPE OF WORK/SERVICES

#### A. Cooperative Procurement.

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

#### B. General Requirements

- 1. The Successful Offeror shall work closely with the designated representative at HCPS to provide qualified, experienced, recognizable security guards for security services at "home" games for the sports of football and basketball. These games may include regional or state events, hosted at Henrico's schools.
- 2. HCPS reserves the right to obtain quotes and purchase services on jobs that fall outside the pre-defined events.
- 3. The designated representative for HCPS will be the Specialist for Student Activities. Each school's activities director (or his/her designee) has the discretion to assign security guard locations and schedules.
- 4. HCPS will provide reliable detection equipment and a list of the schools' activities directors to the Successful Offeror.
- 5. The final schedule for the 2022-2023 school year will be provided to the Successful Offeror.

#### C. Work Requirements

- 1. It is anticipated that four (4) security guards will be needed for each regular football home game and three (3) security guards for regular basketball home games. Generally, services are provided for 4 to 4.5 hours per game for football and 4 hours for basketball beginning one hour before each game. However, the level of coverage for scheduled games may vary. Coverage shall be determined by each school's activities director, head coach or other authorized person.
- 2. HCPS will not be charged if a game is not played on the scheduled date.
- 3. The security guards shall be stationed in positions assigned by the activities director or his/her designee and shall scan each person entering the event, following metal detection procedures adopted by the Henrico County School Board to assure that no unauthorized objects enter the school facility. (See REGULATIONS FOR METAL DETECTION below.)
- 4. On those days when two games are held at the same school on the same day, the Successful Offeror shall coordinate times with individual schools to ensure coverage of both games.
- 5. The Successful Offeror shall provide a task report document for each engagement that is signed by the school's athletic director, head coach, or other authorized person.
- 6. The Successful Offeror shall provide information regarding billing practices, not to exceed twice per month. Information shall include the dates of the events, the school's name, the event type, (i.e. varsity boys' basketball game) and the hours on the task. The cost of each event shall be calculated showing rates by engagement, by school name, and by date.
- 7. Billings shall be sent to:

Henrico County Public Schools **General Services** P.O. Box 23120 Henrico, VA 23223

8. The County reserves the right to cancel this agreement without notice and without recourse in the event of non-performance, unsatisfactory performances, misconduct, or unbecoming activity on the part of any of the security guards while on duty at a school's event.

#### D. Regulations for Metal Detection

- 1. The purpose of the metal detector search is to prevent weapons and other illegal, dangerous or prohibited items from being brought onto school property. Searches may include, but are not limited to, school buildings, buses, parking lots, school offices, sites of school-sponsored activities, and any persons present at these sites. Random metal detector searches may be conducted, screening a random selection of individuals, not based on any particular characteristic. This procedure shall not limit the authority of a school administrator to conduct a search when there is reasonable suspicion present.
- 2. The Code of Student Conduct will be sent home with each student and will serve as notification that random searches will be conducted in the schools.
- 3. Anyone conducting a search with a handheld metal detector shall be trained in the use of the metal detector, prior to engaging in a search on school property. It is the responsibility of the Successful Offeror to provide all training for their staff.
- 4. The person operating the detector shall request individuals to place all bags, parcels and other items on a table and to deposit all metallic items, such as keys, in a receptacle prior to being scanned.

- 5. The person operating the detector shall first scan around the person and the outside of any book bags, purse or other container. If the detector is activated while scanning a parcel, the owner will be requested to open the parcel and the administrator will examine the contents.
- 6. If the detector activates on an individual, the administrator shall instruct the individual to remove any remaining metal objects from his person.
- 7. If the detector activates further, the individual shall be escorted to a private area and a further inspection will be conducted by a member of the same sex as the individual in the presence of another staff member.
- 8. An individual who refuses to submit to the search will be referred immediately to an administrator and subject to disciplinary consequences. Under no circumstances shall a student be allowed to proceed to class or to attend a school activity upon such refusal.
- 9. When an individual is in possession of items not allowed on school property, the items will be seized, and the administrator will notify law enforcement officials if the item is illegal.
- 10. School administration will maintain a log book indicating the dates and times of inspections, personnel involved, items found, and names of individuals on whom items were found, or locations in which items were found.

#### E. Successful Offeror Requirements

- 1. The Successful Offeror shall be licensed by the Department of Criminal Justice Services to provide private security services. Licenses must have been obtained by the solicitation due date. A copy of the license and license number shall be provided in the response to this proposal. The Successful Offeror shall remain licensed throughout the entire contract period and any contract renewals. The Successful Offeror shall provide security guards who are certified by the Department of Criminal Justice Services (DCJS) and who have passed recent drug tests.
- 2. By signing the HCPS Direct Contact with Students Certification, the Successful Offeror will be required to provide certification that (1) he or any of his employees involved with the contract, has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (2) whether he or any of his employees involved with the contract, has not been convicted of a crime of moral turpitude.
- 3. The Successful Offeror shall assure that all security guards assigned under this agreement are professional, courteous and behaviorally adept at dealing with young people. The security guards shall consider the safety of students, school personnel, and event attendees at all times. The Successful Offeror shall assure that all guards assigned under this agreement avoid fraternization with students.
- 4. The Successful Offeror shall require their employees and agents to wear name/ID tags and be uniformly dressed so they will be recognized as security personnel when on HCPS premises.
- 5. The Successful Offeror shall assure that adequate staff is employed by the Successful Offeror to meet peak demand requirements of the schools. In addition, adequate access to additional personnel shall be available to handle large groups where security might need to be increased, such as a regional event at night.
- 6. Orientation and training of all employees assigned to HCPS shall be the responsibility of the Successful Offeror. The Successful Offeror shall distribute a written job description to members of their staff and site-post orders that clearly delineates his/her assigned responsibilities.

#### COMMONWEALTH OF VIRGINIA

#### **County of Henrico**

#### Non-Professional Services Contract Contract No. 2380A

This Non-Professional Services Contract (this "Contract") entered into this 17th day of August 2022, by Regional Marketing Concepts, Inc., a Virginia Corporation, and its successors it assigns (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2380-6LOC (the "Request for Proposals"), for unarmed security guards to conduct metal detection services to be used by Henrico County Public Schools.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to HCPS as set forth in the Contract

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be as follows:

• Fixed Hourly Rate per guard:

\$18.90 per hour

Minimum hours per guard/per event:

Four (4)

• Fee Charged for short notice of cancellation:

None

• Parking Equipment (Cones, etc.) when Contractor

personnel utilized for parking staffing

No Charge

- Other Equipment Available for Additional Cost (as needed):
  - Walk-Thru Metal Detectors
  - Additional Hand-Held Metal Detectors
  - Roadside Message Board
  - Vehicular Counter
  - Lightweight Barriers/Rack

CONTRACT TERM: The Contract term shall be for a period of one year beginning August 23, 2022 and ending August 22, 2023. HCPS may renew the Contract for up to 4 additional one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

- 1. This Non-Professional Services Contract between HCPS and Contractor.
- 2. The General Contract Terms and Conditions included in the Request for Proposals.
- 3. Contractor's Best and Final Offer dated August 11, 2022 (Exhibit A).
- 4. Contractor's Original Proposal dated July 25, 2022 (Exhibit B).
- 5. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Regional Marketing Concepts, Inc.	County School Board of Henrico County,
8247 Meadowbridge Road	Virginia
Mechanicsville, VA 23116	P.O. Box 23120
	Henrico, VA 23223
Yrung Huller Signature	Osen Vivo
Signature	Signature
Greg Stubblefield - Director	Oscar Knott, CPP, CPPO, VCO
Printed Name and Title	Purchasing Director
8-23-22	8/29/22
Date	Date '

Approved as to form by Assistant County Attorney

8-18-22

#### **Exhibit A**

#### Collins, Leisel

From: Greg Stubblefield <greg@rmcevents.com>
Sent: Thursday, August 11, 2022 12:29 PM

To: Collins, Leisel

Subject: RE: [External] RFP22-2380-6LOC Unarmed Security Guard Services BAFO Letter

Good Morning Ms. Collins-

Thank you for the email and Thank You all again for your team's time on Tuesday and allowing us to present our proposal.

We are very excited to hear that we have been selected to enter into the next phase of consideration and I have provided the information that you requested below:

- 1. Will your staff perform additional duties that support the operational aspects of a high school athletic event (i.e. taking tickets, checking passes, etc.)? Absolutely! Our staff are trained and skilled in all aspects of event staffing, including ticket taking, ticket sales, checking credentials (access control), bag checks, and other duties. We have provided these services to Henrico County over the past 15 plus years and are certainly prepared to continue when needed. Is there a cost differential for performing these services? No, our pricing structure includes the hourly cost per staff member not limited to the duties they perform. The rate will remain the same whether they are taking tickets, selling tickets, checking bags, wanding patrons, parking, etc.
- 2. Does your firm currently have staffing available in the Richmond area to meet the needs of all nine HCPS high schools once the fall athletic season begins? Absolutely! RMC Events currently maintains a staff number of over 1800 staff across the Commonwealth. Over 1100 of those are within our Richmond Region. We are fully prepared to provide and meet the needs of all nine HCPS high schools and have actually pre-planned as if awarded the contract, staffing all Fall high school football games per school. We are prepared!
- 3. Please return with your response your "Best and Final" pricing for the services offered. If pricing will remain the same, state that in your response. Our current pricing listed in our proposal is what we feel would be best to provide staff at our current pay rates and continue providing stellar service to HCPS. With increases in minimum wage from 2021 thru 2023 (\$7.25 per hour to \$12.00 per hour) RMC has provided these increases to staff pay rates and feel our pricing is fair and low among others. Also, please note that our owners have and will remain dedicated to providing all profit as a donation back to the Henrico Education Foundation at the end of each year. In the past this has equated to approximately \$5,000 annually and we believe we can meet that same amount at the bill rate provided in the proposal.

Once again, thank you so much for this opportunity and please let me know if you have any further questions or concerns.

Thank you-

Greg Stubblefield | RMC Events, Inc.

Regional Director
Eastern Event Services
8247 Meadowbridge Road | Mechanicsville, VA 23116
T 804.353.7621 ext. 214 | F 804.353.7626

**E** <u>Greg@RMCEvents.com</u> www.RMCEvents.com







From: Collins, Leisel <col119@henrico.us> Sent: Tuesday, August 9, 2022 4:26 PM

**To:** Greg Stubblefield <greg@rmcevents.com>

Cc: Collins, Leisel <col119@henrico.us>

Subject: [External] RFP22-2380-6LOC Unarmed Security Guard Services BAFO Letter

Importance: High

Good Afternoon Mr. Stubblefield,

Please see the attached document.

Thank you,

#### Leisel O. Collins, CPPB, VCO, VCA

Assistant Division Director
Department of Finance, Purchasing
County of Henrico, VA
804-501-5687
Col119@henrico.us

## RMC EVENTS, INC.

### **VIRGINIA'S PREMIER EVENT STAFFING COMPANY**

DCJ\$ #: 11-3291

### PROPOSAL SUBMITTED TO:

# County of Henrico Public Schools

RFP #: 22-2380-6LOC

**Unarmed Security Guard Services** 

Submitted to:

County of Henrico, Department of Finance

**Purchasing Division** 

8600 Staples Mill Road

Henrico, VA 23228

Submitted by:

RMC Events, Inc.

Contact:

Greg Stubblefield, Director - Eastern Events Division

Greg@RMCEvents.com

Date Due:

Monday, July 25, 2022

2:30pm

## **Table of Contents**

1.	<ul> <li>Introduction &amp; Signed Forms</li> <li>Cover Letter</li> <li>Proposal Signature Sheet - Attachment A</li> <li>Business Classification Form - Attachment B</li> <li>Virginia SCC Registration Form - Attachment C</li> <li>Proprietary/Confidential Information - Attachment D</li> <li>Direct Contact with Students - Attachment F</li> <li>Licenses and Certificates</li> <li>Employee Training Curriculum (PROPRIETARY)</li> <li>Entry Level 01-I Initial Training Curriculum</li> <li>Renewal 01-I (every 24 months) Recert Curriculum</li> </ul>	page 2 page 3 page 4 page 5 page 6 page 7  pages 8-13
		pages 14 17
	<ul> <li>Supervisor 01-S Annual Curriculum</li> <li>SAMPLE Employee Time Reporting Document</li> </ul>	page 18
	- SAMI LE Employée Time Réporting Document	page 19
2.	Statement of the Scope  General Requirements / Work Requirements  Metal Detection Regulations	page 20 page 21
3.	Offeror Qualification, Experience, and Resumes  Offeror Qualification  Offeror Experience  Offeror Team Leadership/Resumes  Organizational Capacity  Offeror References	page 22 pages 23-24 page 25 page 26 page 27
1	Pricing / Cost Proposal (Serves at Attachment H)	
<b>T.</b>	□ Pricing / Cost Proposal Details	page 28
5.	<ul> <li>Service Approach</li> <li>Best Candidate Statement</li> <li>Best Practice: Providing Services</li> <li>Best Practices: Recruiting/Hiring</li> <li>Beset Practices: Training / Crowd Management</li> <li>Experience: Equipment</li> </ul>	page 29 page 30 page 31 pages 32-33 pages 34-35
6.	Assumptions / Exceptions / Appendices Statement	page 36



#### Corporate Office / Eastern Region Event Ops.

8247 Meadowbridge Road Mechanicsville, Virginia 23116 Phone: 804.353.7621

804.353.7626

#### Western Region Event Operations

943 Glenwood Station Lane, Suite 104 Charlottesville, Virginia 22901 Phone: 434.984.7622

Fax: 434.984.2689 **UVA Ambassador Operations** 

1413 University Avenue Charlottesville, Virginia 22903 Phone: 434.984.7622 x406 Fax: 434.984.2689

Monday, July 25, 2022

Henrico County, Department of Finance **Purchasing Division** 8600 Staples Mill Road Henrico, Virginia 23228

Enclosed, please find our completed proposal package for RFP No. 22-2380-6LOC.

We are prepared to answer any questions and/or provide any additional information per your request.

Thank you!

Greg Stubblefield

Hory Statitus

Director

Eastern Event Services Division

## ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 22-2380-6LOC - Annual Contract for Unarmed Security Guard Services.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
REGIONAL MARNETING CONCEPTS, INC
ADDRESS: 8247 MEMOURRIDGE ROMD
MECHANICSV. // VA 23116
FEDERAL ID NO: 54-1973953
SIGNATURE: Phy State
NAME OF PERSON SIGNING (PRINT): Greg Subble Pield
TITLE: Regional Director
TELEPHONE: 804-35-3-7621
FAX:
EMAIL ADDRESS: Grege RMC Events. Com
DATE: 7/25/2022

## ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: RECIONAL MANNETING CONCEPT	-3
This form completed by: Signature: Hy Shifth	Title: Regional Disector
Date: 7/25/22	
PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING	THE APPROPRIATE BOX(ES)
BELOW.	
(Check all that apply.)  ✓ SMALL BUSINESS  □ WOMEN-OWNED BUSINESS  □ MINORITY-OWNED BUSINESS  □ SERVICE-DISABLED VETERAN  □ EMPLOYMENT SERVICES ORGANIZATION  □ NON-SWaM (Not Small, Women-owned or Minority-owned)	SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <a href="http://eva.virginia.gov">http://eva.virginia.gov</a> .  eVA Registered?
If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE cert  65559 NUMBER  67712024	ification number and expiration date.

#### DEFINITION

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

- 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part
- 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

#### ATTACHMENT C

#### Virginia State Corporation Commission (SCC) Registration Information

The Offeror:
Is a corporation or other business entity with the following SCC identification number:  -OR-
is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-
is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

## ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: RECIONAL MARKETING CONCEPTS, INC.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
TRAINING CURRICULUM	8-18	Specific Compensione ADVANTAGE
	Acres de la constante de la co	
	-	
11705		

## ATTACHMENT F DIRECT CONTACT WITH STUDENTS

Name of Offeror: Regional Morketing Conc	= pts
Pursuant to Va. Code § 22.1-296.1, as a condition of aw require the contractor or employees of the contractor to he during regular school hours or during school-sponsored of whether any individual who will provide such services in the definition of barrier crime in subsection A of Vasexual molestation, physical or sexual abuse, or rape of a	arding a contract for the provision of services that ave direct contact with students on school property activities, the contractor shall provide certification has been convicted of any violent felony set forth a. Code § 19.2-392.02; any offense involving the
Any individual making a materially false statement re misdemeanor and, upon conviction, the fact of such conv to provide such services and, when relevant, the revocation	iction is grounds for the revocation of the contract
As part of this submission, I certify the following:	
students on school property during regu activities have been convicted of a violen	oviding services that require direct contact with nlar school hours or during school-sponsored t felony set forth in the definition of "barrier fense involving the sexual molestation, physical
And (select one of the following)	
contact with students on school p	vill be providing services that require direct property during regular school hours or during been convicted of any felony or any crime of
contact with students on school p school-sponsored activities has turpitude that is not set forth in 19.2-392.02(A) and does not inv abuse, or rape of a child. (In t	will be providing services that require direct property during regular school hours or during been convicted of a felony or crime of moral the definition of "barrier crime" in Va. Code § olve the sexual molestation, physical or sexual the case of a felony conviction meeting these bmit evidence that the Governor has restored
	My Statte
	Signature of Authorized Representative
	Grea Stubblefield Printed Name of Authorized Representative
	Printed Name of Vendor (if different than Representative)

PAGE 6

## Licenses and Certificates

• RMC Events License Information:

• Fed ID #: 54-1973953

• SWAM DMB: 655589

• VA SCC #: 0538548-9

• VA DCJS License: 11-3291

• VA Training School: 88-1317

		Eve	nt Inforn	nation	
	Date:		Frie	day, ENTER DA	ATE, ENTER YEAR
	Event:			Hernico Cou	inty Football
	Venue:			Vai	ries
	Early Parking Staff Call Time:		_ All Gate	es Open:	
	Parking Staff Call Time:		Event S	tart Time:	
	Early Staff Call Time:		Event E	ind Time:	Enter AFTER Ever
	Regular Staff Call Time:	17:30	Other	Notes:	
	Brigitte Mainzer Henrico High School				
Shift	NAME	IN	OUT	HRS	POST
			T	0.00	Captain
				0.00	Event Staff
			+	0.00	Event Staff
				0.00	Event Staff
				0.00	
	Glen Allen High School				
<u>Shift</u>	<u>NAME</u>	<u>IN</u>	OUT	HRS	<u>POST</u>
				0.00	Captain
				0.00	Event Staff
				0.00	Event Staff
				0.00	Event Staff
				0.00	Event Staff
				0.00	Event Staff
				0.00	Event Staff
				0.00	
				· · · · · · · · · · · · · · · · · · ·	
	Hermitage High School				
	NAME	<u>IN</u>	OUT	HRS	POST
Shift .					
Shift			1 1	0.00	Captain
<u>Shift</u>				0.00	
Shift				0.00	Event Staff
Shift				0.00	Event Staff Event Staff
Shift		allo.	NE	0.00 0.00 0.00	Event Staff Event Staff Event Staff
Shift		MP	LE	0.00 0.00 0.00 0.00	Event Staff Event Staff Event Staff Event Staff
Shift	SA	MP	LE	0.00 0.00 0.00 0.00 0.00	Event Staff Event Staff Event Staff Event Staff Event Staff
Shift	SA	MP	LE	0.00 0.00 0.00 0.00 0.00 0.00	Event Staff Event Staff Event Staff Event Staff
Shift	SA	MP	LE	0.00 0.00 0.00 0.00 0.00	Event Staff Event Staff Event Staff Event Staff Event Staff
	SA	MP	LE	0.00 0.00 0.00 0.00 0.00 0.00	Event Staff Event Staff Event Staff Event Staff Event Staff
	Highland Springs High School	MP	LE	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Event Staff
	SA	MP IN	OUT	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Event Staff Event Staff Event Staff Event Staff Event Staff
	Highland Springs High School	MP	OUT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 HRS 0.00	Event Staff
	Highland Springs High School	MP	OUT	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Event Staff
	Highland Springs High School	IN	OUT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 HRS 0.00	Event Staff Captain
	Highland Springs High School	IN	OUT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 HRS 0.00 0.00	Event Staff  Event Staff  Event Staff  Event Staff  Event Staff
	Highland Springs High School	IN	OUT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 HRS 0.00 0.00	Event Staff  Event Staff  POST Captain Event Staff Event Staff
	Highland Springs High School	IN	OUT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Event Staff  Event Staff  Event Staff  Event Staff  Event Staff Event Staff Event Staff Event Staff

PA9 E 19

## Statement of Scope

## General Requirements & Work Requirements

- For nearly two (2) decades, RMC Events has worked hard to establish a true partnership with Henrico County Public Schools, including each individual school, their AD and school administrators. Our organization is keenly aware of the intricacies of each school and has proven to be a reliable partner year in and year out. We remain confident that we are the most responsive and reliable candidate for this opportunity and look forward to continuing our relationship with HCPS.
- RMC Events fully understands the general requirements within this RFP including the anticipated number of personnel, hours per shift/assignment, and potential variation in coverage needs. We are fully committed to putting our 1,000+ experienced staff and dedicated account management efforts toward the shared goal of safety and service at HCPS events.
- RMC commits to a continuation of our "location based" scheduling. For nearly the past 19 years, we have focused on sending staff members that live or work near a particular school to that facility for their events. These staff members typically have a certain sense of pride for that particular "neighborhood" school. This has proven to be a solid tool for both us and for our partners at each school.
- Over our years of service to HCPS we have continued to develop our equipment and resources to best serve our clients. One example of this and how it could directly benefit HCPS is shown by our investment in walk-thru metal detectors. With over forty (40) of these units now within our safety equipment arsenal, we have the ability to quickly ramp up metal detection services when deemed necessary by HCPS.
- Finally, we fully understand the need for HCPS to be flexible with regard to scheduling with regard to weather. We continue our commitment to work closely with school AD's with regard to changing game times, dates, and/or locations. School AD's will continue to have a direct point of contact for their immediate needs.

#### **RMC** Events

## Statement of Scope Regulations for Metal Detection

- As a part of our mandated training session, 100% of our staff are trained in not only "what" materials we are looking for during a metal detection search, but "how" to properly search a person and/or package.
- In this training session, each staff member is given a hand-held metal detector and participates in a hands-on practical in the use of the equipment. Further, the different types of equipment (silent, vibrate, audible) are all covered.
- In an effort toward continuous development and improvement, as stated earlier, RMC Events now owns/operats more than 40 walkthru metal detectors. All staff are trained on these units, as well as hand-held devices, to ensure they are prepared for any implementation/use of these devices. This has greatly deepened our staff's understanding and skill-set in weapons and metal detection.
- RMC Events is in full understanding of HCPS requirements in this area and they are already in conjunction with our training module as you will see on the attached training documents.

## Offeror Qualification, Experience, & Resumes

As you will see from the documents enclosed,
RMC Events has extensive experience in providing a high level of service
to guests visiting our partner's facilities.

Enclosed, we will demonstrate the resumes and history of the principles of RMC Events, clearly lay out our hiring and training regiment, display our experience in working within a wide variety of venues and situations, and document our available resources that will assist us in assisting you!

Please pay particular attention to our <u>vast experience serving nearly EVERY</u>

<u>local high school division with this similar scope of services including Chesterfield, Richmond, Hanover, Caroline, etc. We believe there are clear benefits to this level of consistency within our region and we're proud to be the preferred provider in our hometown/region.</u>

We are extremely proud of our ability to work with each of our clients and build an approach to event & custom needs staffing that we <u>BOTH</u> are comfortable with. While we clearly commit to HCPS with regard to our abilities, effort, and approach, we want to be very clear about our intentional actions to be flexible, working hand-in-hand with school leadership to be as responsive as possible to their individual needs.

We truly feel as though we are uniquely prepared to continue serving HCPS as a terrific partner!

### Experience

A description of RMC Events' work experience to provide Event Staffing Services

## **RMC** Events Established Experience

Our history at RMC Events is clear and easy to track. We have seen growth in every stage of our company's life span and our success has been directly associated with our attention to detail, quality part-time staff, commitment to our hiring and training regiment, and a dedication to be the best.

RMC Events was founded in 1999 and incorporated in 2000.
In 1999, RMC Events provided event staffing support to 16 events, with 8 staff.
In 2021, RMC Events provided event staffing support to over 11,000 events with 1800+ staff.
RMC Events is a private security services firm headquartered in Richmond, Virginia with two
offices in Charlottesville and personnel across the Commonwealth including in the Tidewater
region, Williamsburg, Harrisonburg, and Roanoke/Blacksburg.
RMC Events is regulated by the Dept. of Criminal Justice Services.
☐ Our DCJS License number is: 11-3291.
RMC Events has grown steadily throughout our 22 years and has consistently built upon our
list of quality clients , venues, and events, including but not limited to:

High Schools, Colleges & Universities				
Chesterfield County Schools	Christopher Newport University	College of William & Mary	Mary Washington University	
Hanover County Schools	University of Richmond	Virginia Commonwealth University	Virginia State University	
Richmond City Schools	Hampden-Sydney College	University of Virginia	James Madison University	
Caroline County Schools	Randolph-Macon College	Richard Bland College	Reynolds Community College	
	Fairs, Festivals,	& Concert Series		
State Fair of Virginia & Meadow Event Park	Ting Pavilion & Virginia Credit Union LIVE	Various County Fairs	Something in the Water	
Rockingham County Fair	n County Fair The Richmond Folk Festival After Hours Concerts		Friday Cheers at Brown's Island	
Jiffy Lube Live	Celebrate Virginia	Broad Appetit	The 2 <sup>nd</sup> Street Festival	
	Major Sporting Events &	& Entertainment Venues		
NASCAR at Richmond Intl' Raceway  Hampton Coliseum		Dominion Energy Golf Classic	Richmond Marathon & Monument Ave. 10K	
Richmond Flying Squirrels	Richmond Kickers	UCI World Championships	The Altria Theater & Dominion Arts Center	
Kings Dominion	The Boars Head Inn & Resort	VSU Multi-Purpose Center (Arena)	John Paul Jones Arena	

### Experience

A description of RMC Events' work experience to provide Event Staffing Services

## Number, Type, and Years of Service to Comparable Clients

Sample Listing of Facilities, Size/Scope

RMC Events provides event staffing services at an extremely wide variety of facilities, each of which enables us to be well prepared to assist you. Some of these facilities are listed below with beginning dates of service:

•	NASCAR Richmond (2002)	Richmond Int'l Raceway	Capacity:	Over 50,000
•	UVA Football (1999)	Scott Stadium	Capacity:	61,000
	JMU Football (2008)	Bridgeforth Stadium	Capacity:	25,000
	UVA Basketball (1999)	JPJ Arena/University Hall	Capacity:	14,500
•	William & Mary Football (2002)	Zable Stadium	Capacity:	12,500
	Flying Squirrels Baseball (2010)	The Diamond	Capacity:	10,000
	Richmond Basketball (2001)	Robins Center	Capacity:	9,100
	Richmond Football (2001)	Robins Stadium	Capacity:	8,700
	William & Mary BB (2002)	Kaplan Arena at WM Hall	Capacity:	8,600
	VCU Basketball (2000)	Verizon Wireless Arena	Capacity:	7,500
•	JMU Basketball (2013)	The Convocation Center	Capacity:	6,500
	CNU Football (2011)	Pomoco Stadium	Capacity:	6,000
	VSU Football (2008)	Rogers Stadium	Capacity:	5,000
	VSU Basketball (2008)	Daniel Gymnasium	Capacity:	5,000
•	Altria Theater (2001)	Richmond, VA	Capacity:	3,500
•	VCU Soccer/T&F (2000)	Sports Backers Stadium	Capacity:	3,000
•	CNU Basketball (2011)	Freeman Center	Capacity:	2,500
•	<b>Dominion Arts Center (2009)</b>	Richmond, VA	Capacity:	1,800
•	Randolph Macon College (2003)	Ashland, VA	Capacity:	varies
•	Hampden-Sydney College (2013)	Hampden-Sydney, VA	Capacity:	varies
•	State Fair of Virginia (2003)	Doswell, VA	Over 250,000	guests/year
•	Richmond Folk Festival (2007)	Richmond, VA	190,000 guest	s/year

Again, this is just a sample listing.
A more thorough and complete list/details is available upon request.

#### Experience

A description of RMC Events' work experience to provide Event Staffing Services

## **Management Team Details**

#### Greg Stubblefield, Regional Director - Eastern VA

- ✓ Oversees ALL event activity and staff in our Central & Eastern Virginia Region
- ✓ Covers our markets from Tidewater through the Richmond Region
- ✓ DCJS Subject Matter Specialist / Sport Event Risk Management Training

#### **Bob Palkovics, Quality Assurance Manager**

- ✓ Conducts staff assessment and maintains internal compliance
- ✓ Serves as the RMC Events Law Enforcement Liaison
- ✓ DCJS General Instructor (Unarmed Security, Active Shooter, Bicycle)
- Retired Lieutenant Henrico County Police Division (26 Years)

#### ✓ <u>Billy Gordon, Director of Special Projects</u>

Provides Senior Leadership oversight to a specific portfolio of key accounts, to include our commitment to safety, efficiency and effectiveness within our HCPS project.

#### Shawn Jacobson, Executive Director - External Programs

✓ Oversees ALL divisional responsibilities within our External Program Division

#### ✓ Dan Schmitt, President

- Responsible for organizational oversight, vision, and planning
- Former Chairman Virginia Private Security Services Advisory Board (DCJS)
- ✓ 1996 Graduate of University of Richmond, Richmond, VA
- ✓ Founded RMC Events (April 1999 present)
- DCJS Subject Matter Specialist / Sport Event Risk Management Training

#### ✓ Sharon Schmitt, CFO

- Responsible for organizational fiscal oversight
- √ 1994 Graduate of Siena College, Loundon, NY
- Accounting Department, Pepsi Arena, Albany NY (1994-1997)
- Accounting Manager, Richmond Coliseum, Richmond, VA (1997-1999)
- ✓ VP / CFO, RMC Events (April 1999 present)

## Experience

A description of RMC Events' work experience to provide Event Staffing Services

## **Background Information and Organizational Capacity**

RM	W	강하는 물론이 가는 바람들은 얼마, 이렇게 되었다. 그 모든	errific partner. On the following slides, ar background/history and a look at our				
	As	As stated in our Company Experience slide, RMC Events was founded in					
	199	9 and has a consistent record o	of growth in all areas.				
	RMC Events currently has the following regional breakdown of part-time event staff:						
		TIDEWATER	150+ Event Staff				
		RICHMOND	1100+ Event Staff				
		CHARLOTTESVILLE	400+ Event Staff				
		HARRISONBURG	150+ Event Staff				
		[1] [1] 사람이 [1] 그 사고 사고 되었는데 100 전	d the clock, 24/7, for 365 days a year. We it's sites at all hours of the day and and holidays.				
		Our typical "office hours" a	re M-F from 9am – 5pm.				
	ilable to our event staff and clients 24/7						
		☐ RMC Events 24 hour "	s 24 hour "On-Duty" phone. Our staff can dial				
			ne "after office hours" and speak with				
		one of our Full Time E	vent Managers.				
		□ 100% of our Event Man	nager staff is equipped with a Verizon				
		iPhone that allows the	m to be accessible by email and/or				
		phone to their clients a	nt any time.				

#### Experience

A description of RMC Events' work experience to provide Event Staffing Services

#### Statewide References

**Collegiate Athletics** Nate Doughty, Asst. AD for Event Management at VCU 804-827-1002 ncdoughty@vcu.edu David Walsh, Deputy Athletic Director at U of R 804-289-8009 dwalsh@richmond.edu **Sports & Entertainment Venues** Tim Lampe, Director of the Siegel Center 804-827-1006 tclampe@vcu.edu Robert Wheeler, General Manager of JPJ Arena 434-924-4288 jwheeler@virginia.edu Chris Alberta, Director of Safety & Security, Richmond Raceway 804-228-7500 calberta@RichmondRaceway.com Todd "Parney" Parnell, VP and COO of Richmond Flying Squirrels 804-359-3866 parney@squirrelsbaseball.com Law Enforcement & Government Agencies David McCoy, University of Richmond Chief of Police 804-289-8718 dmccoy2@richmond.edu John Venuti, Virginia Commonwealth University Chief of Police 804-828-1210 javenuti@vcu.edu 757-594-7053 baustin@cnu.edu Robert Mooney, Dept. of Homeland Security - Protective Security Advisor 804-474-6079 Robert.Mooney@dhs.gov

## Pricing / Cost Proposal

RMC Events provides the following proposed rate structure for the initial year of the agreement (one year from the date of award).

This information can also be found on the required Attachment H

Fixed Hourly Rate per guard:

\$18.90 per hour

Minimum hours per guard/per event:

Four (4)

Fee Charged for short notice of cancellation:

None

Parking Equipment (Cones, etc.)

No Charge

- When RMC Events personnel utilized for parking staffing
- Other Equipment Available for Additional Cost (as needed)
  - Walk-Thru Metal Detectors
  - Additional Hand-Held Metal Detectors
  - Roadside Message Board
  - Vehicular Counter
  - Lightweight Barriers / Rack

#### **Experience**

A description of RMC Events' work experience to provide Event Staffing Services

#### **Best Candidate Statement**

- We simply believe that we are the best and strongest candidate for this partnership based upon our strength, flexibility, readiness, and partnership approach.
- First, we are proud of our relative strength both within this region as well as in the Commonwealth of Virginia. We are Virginia's largest and most capable event staffing company and currently have a footprint that touches each corner of the Commonwealth. Further, we cover nearly 100% of all service needs here within our home region. This is something we are remarkably proud of and believe benefits our clients through intentional consistency of service to our collective guests.
- Secondly, our ability to adapt and accept our client's requests and adjustments in a flexible way has enabled us to prove our partnership commitment to our clients. We never seek the "same 'ole" solution to a challenge. We are constantly looking for ways to improve and be "light on our feet". Our clients and guests have come to appreciate this focus.
- Next, we feel we are best suited for this partnership based upon our readiness. We have spent more than 2 decades strengthening our organization and focusing on the details of our recruitment and training programs. Our base of 1800+ staff members, 3 regional offices and dozens of full-time staff have us positioned to accept this opportunity and succeed from Day 1. As you will see in this presentation, we have the resources to excel in our industry, and we would be excited for this new opportunity.
- Lastly, we simply take a partnership approach, and this directly benefits our clients. We do NOT simply want to be a vendor. We wish to be a part of the process from beginning to end. It is a "we" thing for us and we relish the opportunity to prove this each and every day.
- Simply stated, we firmly believe we are the most solid and best candidate for this partnership and would welcome the opportunity to prove it.

#### **Experience**

A description of RMC Events' work experience to provide Event Staffing Services

## **Best Practice Approach to Providing Service**

The first clear example of how RMC Events can bring a Best Practice approach to this partnership is based upon our portfolio of events and current partners. In 2021, RMC Events provided event staffing services for over 11,000 events, in more than 200 different venues for over 100 different clients. Our experience and knowledge base doesn't start or stop there. For those thousands of events, our management staff and supervisors have participated in hundreds upon hundreds of planning and event evaluation meetings. We consider it a part of our responsibility to share what we've seen across the Commonwealth with our current partners. This clearly enables our clients to utilize materials and/or protocol that have been tried and tested in other situations. Through this concept, we're able to bring real ideas to the table and be a true partner with our clients as they prepare for their upcoming events.

Another avenue where RMC Events is able to bring a Best Practices focus to our relationship is in our Management Development Program. Our full-time Event Managers have completed FEMA Certification in ICS-100, ICS-200, NIMS-700, IS-15, IS-800 and IED Awareness through the DHS. In addition, to these certifications, our Event Managers are active participants and leaders in several State Shelter Operations Plans at a number of our partner facilities. Our ability to "stay current" and in-touch with local law enforcement and government safety/security organizations allows our management team to bring these skills and relationships to the table for our client's benefit.

#### **Experience**

A description of RMC Events' work experience to provide Event Staffing Services

## Best Practice Approach to Providing Service

**CONTINUED** 

RMC Event's Best Practice approach to providing a superb level of service begins with our <u>Recruiting and Hiring Strategy</u>, continues with our <u>Training Program</u>, and is executed daily in our office with our <u>Staff Scheduling Process</u>. We'll break down some details of each of these key components of our approach below:

## **Recruiting and Hiring**

personnel meet and exceed our client's expectations, begins with our recruiting,

The foundation of our success, with regard to our approach and plans for ensuring that our

	rec	ord ir	this a	rea. First of all, over 90% of our part time staff have been recruited to	
				MC Events through a referral from a current staff member. When	
				oes utilize typical recruiting methods (i.e. newspaper ads), our	
	det	tailed	hiring	process has been successful in selecting the most qualified	
	car	ıdidat	es. Be	low are some of our hiring requirements:	
		Ap	plican	t must complete an RMC Events application	
		Applicant must successfully pass our reference check / referral check			
		Ap	Applicant must complete an interview with one of our FT managers		
Applicant must attend, and pass exam for, our 18 hour s		t must attend, and pass exam for, our 18 hour security license/ compan			
		orie	entatio	n training class, taught by in-house instructors	
☐ Applicant must successfull			plicant	t must successfully pass fingerprint background check run thru both the	
		FBI	and th	ne Virginia State Police NCIC systems	
			App	plicants will be released from the hiring process immediately for any:	
				Felony	
				Misdemeanor involving moral turpitude (lying, cheating, stealing)	
				Assault, Battery, or other violence related criminal activity	
				Offenses involving minors	
				Offenses involving illegal narcotics	

#### Experience

A description of RMC Events' work experience to provide Event Staffing Services

## **Best Practice Approach to Providing Service**

CONTINUED

## **Training**

We are proud of the fact that our staff members are trained <u>in-house</u>. Since 1999, we've owned and operated a DCJS certified training school. Our 4 instructors and 2 subject matter specialists teach the required state curriculum, while at the same time putting an "guest related spin" on the material. This enables our staff members to have a unique grasp of the security functions of their duties, while maintaining a strong balance of keeping "Service To The Guest" in mind.

## **Our Training Regiment includes:**

\* ICS 100, ICS 200, NIMS 700, IS-15, and IS-800

**Incident Management** 

Our Full Time Event Managers have FEMA Certification at these levels.

\* 01-E

18 hour Entry Level Training

100% of our staff MUST complete this training before beginning work
Content: Ethics & Service to the Guest, Law, Observation & Documentation,
Security Patrol & Internal Access Control, Asset Protection, Emergency
Procedures & Evacuation, and External Access Control

\* 01-I

4 hour In-Service Training

Each staff member completes this training every two (2) years This course is used to update/refresh staff on current issues and "hot" topics.

\* 01-S thru 05-S

4 hour Supervisor Development Training

Each of our Supervisors complete this training every year

Content: Risk Management, Legal & Liability Issues, Client & Event Confidentiality Issues, Sexual Harassment and Ethics related considerations, Search & Seizure & Use of Force Issues, Conflict Management & Resolution, Alcohol Control and Dealing with Intoxicated Guests, and Leadership

#### Experience

A description of RMC Events' work experience to provide Event Staffing Services

## **Event Staff and Crowd Management**

- RMC Events is keenly aware of the intricacies involving crowd management policies and techniques. We firmly believe that no two venues and no two shows are identical. We prepare for every event independently and address all related issues that we expect to see and those that could present themselves however we may not expect to see.
- Our 18 hour initial training class is uniquely structured to provide our staff members with an inside look at not just security, but event and guest related security. They truly are different types of activities and we spend a large amount of time focusing on issues that our staff WILL see in the course of their employment including, but not limited to: communication techniques and confrontation management, access and credential control, dealing with intoxicated patrons, incident documentation, ethics, use of force, consent to search and other legal areas, and emergency procedures.
- 100% of our security staff members are licensed according to the Commonwealth of Virginia's DCJS training standards with the above items significantly highlighted during this course. Following our training session, our staff members quickly acquire a "security and safety mindset" based on the number of events to which they are exposed. To be more clear, our staff are constantly working in an event environment that calls for that "security mindset" to be blended with a "Fan First Focus". This unique blend of service to the guest and safety/security responsibilities is what makes our staff a strong partner for our clients.

#### Experience

A description of RMC Events' work experience to provide Event Staffing Services

Equipment, Materials, and Supplies

The following slides will highlight some of the equipment, materials, supplies, and uniforms that we have on-hand and will be provided as a part of this proposal. In addition, the last slide will highlight some optional equipment and materials that we also have available but have an additional cost associated.

	200 Motorola Brand CP200 Two-Way Radios 60 Motorola Brand CP185 Two-Way Radios 48 Blackbox Brand Two-Way Radios 48 CPD 200 Digital Radios			
RMC Event's Vehicle Fleet				
	(5) 15 Passenger Vans			
	(1) 7 Passenger Chevrolet Suburbans			
	(5) 6 Passenger Vehicles			
	(18) Marked and Amber-Lit Mobile Patrol Vehicles			
	(4) 5 Passenger Pickup Trucks			
	(9) Fuji Code One Tactical Patrol Bikes			
Hand Held Metal Detectors				
	Garrett Tactical Handheld Metal Detector (THD)			
	Vibrate feature, flashlight, 360 degrees, high sensitivity			
	http://www.garrett.com/securitysite/security_thd_main.aspx			
Walk-Thru Metal Detectors				
	Forty-Four (44) state of the art, portable CEIA WTMD units			
<u>Othe</u>	<u>r Equipment:</u>			
	Roadside Messaging Board / Vehicle Counter / Parking Cones			

#### Experience

A description of RMC Events' work experience to provide Event Staffing Services

## Equipment, Materials, and Supplies

**CONTINUED** 

The items below highlight some equipment that many of our existing clients have found useful and that we provide at an additional cost. We'd be glad to explain any of these items further should you have any questions.

#### StageRight Brand, Reverse-Weight, Blow Thru, Stage Barrier (up to 80')

- State of the art stage barrier, solid black in color, 20 total 4' sections
- Mesh front to offer sound "blow thru" ability
- This equipment may be utilized in front of stage or performance area to protect both performers and artists, but also to assist in the protection of the crowd in the avoidance of "crushing" from behind. The technology used in the construction of this equipment causes the barricade to be "stronger" as more weight is added against it. (Reverse Weight)
- The equipment may be utilized in 4' sections up to a total of 80 feet
- Standard pricing for this equipment is: \$12.50/ft plus \$150 delivery/pickup within 90 miles of Richmond. Additional delivery charges do apply outside of the 90 mile radius.

#### Pedestrian Control - Bicycle Rack

- These "bike rack" style barriers are available in 8' pieces, and typically offered in groups of 24 pieces. They are also available in a light-weight plastic version (offered by the 6 foot piece).
- These pieces can be locked together or stand alone to provide for easy setup of restricted areas. These are very often utilized to prohibit pedestrian movement thru designated areas.
- Standard pricing for these items are: \$2.00/ft plus \$150 setup / delivery / pickup within 90 miles of Richmond. Additional delivery charges do apply outside of the 90 mile radius.





#### **RMC Events**

# Statement Assumptions / Exceptions / Appendices

RMC Events makes no other assumptions, exceptions, nor includes any additional appendices to this proposal.



#### COMMONWEALTH OF VIRGINIA

### **County of Henrico**

RFP No. 22-2380-6LOC

July 11, 2022 Request for Proposal ("RFP") Annual Contract for Unarmed Security Guard Services

Your firm is invited to submit a proposal to provide Unarmed Security Guard Services in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm's proposal submittal, **consisting of one** (1) **complete electronic copy and one** (1) **redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **July 25, 2022** at **2:30 pm** by submission through the Commonwealth of Virginia's electronic procurement platform <u>eVA</u>.

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at: <a href="http://henrico.us/finance/divisions/purchasing">http://henrico.us/finance/divisions/purchasing</a>, and on eVA at <a href="https://eva.virginia.gov/">https://eva.virginia.gov/</a>.

Should you have any questions concerning this RFP, please contact Leisel Collins at COL119@henrico.us by no later than 12:00 pm Noon on July 15, 2022.

Very truly yours,

Leisel Collins, CPPB, VCO, VCA
Assistant Division Director

## I. <u>INTRODUCTION</u>

## A. Purpose

The intent and purpose of this Request for Proposal ("RFP"), and the resulting contract, is to obtain services from a qualified firm to provide unarmed security guards to conduct metal detection services to be used by Henrico County Public Schools (HCPS) in accordance with the Scope of Services section of the solicitation.

#### B. Background

Henrico County Public Schools (HCPS) is a large school district with over 52,000 students in 73 schools for the 2021-2022 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers and one preschool. Henrico is located within the greater Richmond, Virginia metropolitan area covering approximately 245 square miles and is geographically and culturally diverse. The primary users on the contract will be HCPS High Schools.

#### C. Historical Data

Henrico County Public Schools (HCPS) spent the following on unarmed security services for the past three (3) fiscal years. This data provided is for information purposes only and does not bind the County to purchase any specified amount:

Fiscal Year:	2019 -2020	2020 - 2021	2021 – 2022	
Approximate Amount Spent:	\$ 27,954.07	<b>\$</b> 3,656.25	\$ 29,790.32	

### II. SCOPE OF SERVICES

#### A. General Requirements

- 1. The Successful Offeror shall work closely with the designated representative at HCPS to provide qualified, experienced, recognizable security guards for security services at "home" games for the sports of football and basketball. These games may include regional or state events, hosted at Henrico's schools.
- 2. HCPS reserves the right to obtain quotes and purchase services on jobs that fall outside the pre-defined events.
- 3. The designated representative for HCPS will be the Specialist for Student Activities. Each school's activities director (or his/her designee) has the discretion to assign security guard locations and schedules.
- 4. HCPS will provide reliable detection equipment and a list of the schools' activities directors to the Successful Offeror.
- 5. See **Attachment I** for a list of HCPS 2022 2023 school year home football games requiring coverage. The final schedule for the 2022-2023 school year will be provided to the Successful Offeror.

#### B. Work Requirements

- 1. It is anticipated that four (4) security guards will be needed for each regular football home game and three (3) security guards for regular basketball home games. Generally, services are provided for 4 to 4.5 hours per game for football and 4 hours for basketball beginning one hour before each game. However, the level of coverage for scheduled games may vary. Coverage shall be determined by each school's activities director, head coach or other authorized person.
- 2. HCPS will not be charged if a game is not played on the scheduled date. Offerors shall provide information on any cancellation policy as part of their proposal response.
- 3. The security guards shall be stationed in positions assigned by the activities director or his/her designee and shall scan each person entering the event, following metal detection procedures adopted by the Henrico County School Board to assure that no unauthorized objects enter the school facility. (See REGULATIONS FOR METAL DETECTION in Section C below.)
- 4. On those days when two games are held at the same school on the same day, the Successful Offeror shall coordinate times with individual schools to ensure coverage of both games.
- 5. The Successful Offeror shall provide a task report document for each engagement that is signed by the school's athletic director, head coach, or other authorized person.
- 6. The Successful Offeror shall provide information regarding billing practices, not to exceed twice per month. Information shall include the dates of the events, the school's name, the event type, (i.e. varsity boys' basketball game) and the hours on the task. The cost of each event shall be calculated showing rates by engagement, by school name, and by date.
- 7. Billings shall be sent to:

Henrico County Public Schools Attn: General Services P.O. Box 23120 Henrico, VA 23223

8. The County reserves the right to cancel this agreement without notice and without recourse in the event of non-performance, unsatisfactory performances, misconduct, or unbecoming activity on the part of any of the security guards while on duty at a school's event.

#### C. Regulations for Metal Detection:

- 1. The purpose of the metal detector search is to prevent weapons and other illegal, dangerous or prohibited items from being brought onto school property. Searches may include, but are not limited to, school buildings, buses, parking lots, school offices, sites of school-sponsored activities, and any persons present at these sites. Random metal detector searches may be conducted, screening a random selection of individuals, not based on any particular characteristic. This procedure shall not limit the authority of a school administrator to conduct a search when there is reasonable suspicion present.
- 2. The Code of Student Conduct will be sent home with each student and will serve as notification that random searches will be conducted in the schools.
- 3. Anyone conducting a search with a handheld metal detector shall be trained in the use of the metal detector, prior to engaging in a search on school property. It is the responsibility of the Successful Offeror to provide all training for their staff.
- 4. The person operating the detector shall request individuals to place all bags, parcels and other items on a table and to deposit all metallic items, such as keys, in a receptacle prior to being scanned.
- 5. The person operating the detector shall first scan around the person and the outside of any book bags, purse or other container. If the detector is activated while scanning a parcel, the owner will be requested to open the parcel and the administrator will examine the contents.
- 6. If the detector activates on an individual, the administrator shall instruct the individual to remove any remaining metal objects from his person.
- 7. If the detector activates further, the individual shall be escorted to a private area and a further inspection will be conducted by a member of the same sex as the individual in the presence of another staff member.
- 8. An individual who refuses to submit to the search will be referred immediately to an administrator and subject to disciplinary consequences. Under no circumstances shall a student be allowed to proceed to class or to attend a school activity upon such refusal.
- 9. When an individual is in possession of items not allowed on school property, the items will be seized, and the administrator will notify law enforcement officials if the item is illegal.
- 10. School administration will maintain a log book indicating the dates and times of inspections, personnel involved, items found, and names of individuals on whom items were found, or locations in which items were found.

#### D. Offeror Requirements:

1. At a minimum, the Successful Offeror shall have been engaged in the business of providing security guards and metal detection services as described in this document for a minimum period of five (5) years prior to the date of this agreement.

- 2. The Offeror must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the County.
- 3. Licenses: The Successful Offeror shall be licensed by the Department of Criminal Justice Services to provide private security services. Licenses must have been obtained by the solicitation due date. A copy of the license and license number shall be provided in the response to this proposal. The Successful Offeror shall remain licensed throughout the entire contract period and any contract renewals. The Successful Offeror shall provide security guards who are certified by the Department of Criminal Justice Services (DCJS) and who have passed recent drug tests.
- 4. Direct Contact with Students Certification: The Successful Offeror must be willing to comply with HCPS Direct Contact with Students Certification (**Attachment F**). By signing the Certification, the Successful Offeror will be required to provide certification that (1) he or any of his employees involved with the contract, has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (2) whether he or any of his employees involved with the contract, has not been convicted of a crime of moral turpitude.
- 5. Professionalism: The Successful Offeror shall assure that all security guards assigned under this agreement are professional, courteous and behaviorally adept at dealing with young people. The security guards shall consider the safety of students, school personnel, and event attendees at all times. The Successful Offeror shall assure that all guards assigned under this agreement avoid fraternization with students.
- 6. The Successful Offeror shall require their employees and agents to wear name/ID tags and be uniformly dressed so they will be recognized as security personnel when on HCPS premises.
- 7. Contract Compliance: The Successful Offeror shall assure that adequate staff is employed by the Successful Offeror to meet peak demand requirements of the schools. In addition, adequate access to additional personnel shall be available to handle large groups where security might need to be increased, such as a regional event at night. Offerors shall provide information on the number of staff currently available or how they will acquire the staff needed to fulfill the requirements of HCPS.
- 8. Training: Orientation and training of all employees assigned to HCPS shall be the responsibility of the Successful Offeror. The Successful Offeror shall distribute a written job description to members of their staff and site-post orders that clearly delineates his/her assigned responsibilities.

- 9. Offerors shall provide information on the supervision their staff will have when on assignment.
- 10. Insurance Certificate: The Successful Offeror shall provide the County of Henrico with the certificate of insurance, as indicated on **Attachment E**.

#### E. Price

Offerors shall provide a firm fixed hourly rate. Prices shall remain firm for the initial term of the contract. (**Attachment H**)

### III. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

### IV. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed July 11, 2022

Questions Due July 15, 2022 at 12:00 pm Noon

Receive Written Proposals

Conduct Oral Interviews with Offerors

Services Begin

July 25, 2022 at 2:30 pm

August 1<sup>st</sup> or 2<sup>nd</sup>, 2022

August 25, 2022

#### V. GENERAL CONTRACT TERMS AND CONDITIONS

#### A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

#### B. Award of the Contract

- 1. The County reserves the right to reject any or all proposals and to waive any informalities.
- 2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
- 3. The Contract resulting from this RFP is not assignable
- 4. Notice of award or intent to award may also appear on the Purchasing Office website: <a href="http://henrico.us/finance/divisions/purchasing/">http://henrico.us/finance/divisions/purchasing/</a>.

#### C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

#### D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

#### E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

#### F. Default

- 1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
- 2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

#### G. Discussion of Exceptions to the RFP

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate "Exceptions to RFP" section of the proposal so that such exceptions may be resolved before execution of the Contract. In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

#### H. Termination by County

1. The County may terminate the Contract for cause or for convenience.

#### 2. Termination for Cause

- a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
- b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
- c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
- d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
- e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
- f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.

- g. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.
- h. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.

#### 3. Termination for Convenience

- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest
- b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
- c. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
- d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.
- e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

### I. <u>Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)</u>

- 1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 2. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### J. Employment Discrimination by Contractor Prohibited

- 1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### K. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contactor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

#### L. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### M. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

#### N. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

#### O. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

#### P. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or

made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

### Q. <u>Insurance Requirements</u>

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (**Attachment E**).

#### R. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

#### S. Offeror's Performance

- 1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
- 2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- 3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
- 4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

#### T. Ownership of Deliverable and Related Products

- 1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
- 2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

#### U. Record Retention and Audits

- 1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
- 2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

#### V. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

## W. <u>Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and</u> Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteranowned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <a href="http://henrico.us/finance/divisions/purchasing/">http://henrico.us/finance/divisions/purchasing/</a> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <a href="https://henrico.procureware.com/home">https://henrico.procureware.com/home</a>.

#### Y. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

#### Z. Taxes

- 1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
- 2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

#### AA. Non-Exclusive Contract

Nothing in this Request for Proposal constitutes an offer or promise to purchase any goods or services exclusively from the Successful Offeror. The County reserves the right to purchase goods and services similar to, or the same as, the goods and services that are subject of this Request for Proposal from other sources.

#### BB. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

#### CC. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: <a href="http://henrico.us/pdfs/risk/env">http://henrico.us/pdfs/risk/env</a> policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

#### DD. Safety

- 1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
- 2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
- In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

#### EE. Authorization to Transact Business in the Commonwealth

- 1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
- 2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
- 3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.

- 4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
- 5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

#### FF. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

- 1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
- 3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
- 4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
- 5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

#### GG. Contract Period

1. The contract period shall be one full year from date of award. Contract prices shall remain firm for the contract period.

- 2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
- 3. The Successful Offeror shall give at least a 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
- 4. The contract shall not exceed a maximum of 5 years.

### HH. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: <a href="https://henrico.us/pdfs/risk/h\_safety\_policy.pdf">https://henrico.us/pdfs/risk/h\_safety\_policy.pdf</a> which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

#### II. <u>Tobacco – Free Requirement</u>

County Public Schools ("HCPS") has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"School property" includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

#### JJ. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

# The County cannot award a contract to an Offeror that does not complete the Attachment F as part of their submission.

#### KK. Conduct

- 1. Fraternization between supplier and teachers or students is strictly prohibited.
- 2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
- 3. Cigarette smoking is prohibited on school grounds.
- 4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
- 5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

#### LL. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

#### VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.]
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

D. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

#### E. Reserved.

- F. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.
- G. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- H. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- I. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (Attachment D)
- J. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- K. The County welcomes comments regarding how the proposal documents and scope of services may be improved. Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than 12:00 pm Noon on July 15, 2022 in writing. Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. Each Offeror is responsible for determining that it has

# received all addenda issued by the Purchasing Division before submitting a proposal.

L. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

#### VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
  - 1. Table of Contents

All pages are to be numbered.

2. Tab 1 – Introduction and Signed Forms

In this tab, the following items should be provided:

- a. Cover Letter On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal;
- b. Proposal Signature Sheet Attachment A;
- c. Business Classification Form Attachment B;
- d. Virginia State Corporation Commission Registration Information **Attachment C**:
- e. Proprietary/Confidential Information Attachment D;
- f. Direct Contact with Students Attachment F:
- g. Licenses and Certificates;
- h. Copy of Employee Training Program; and
- i. Copy of Employee Time Reporting Form.
- 3. Tab 2 Statement of the Scope.

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

4. Tab 3 - Offerors Qualification, Experience and Resumes.

In this tab, Offerors shall:

- a. Demonstrate their firm and staff's qualifications and experience in providing the services as requested in this Request for Proposal;
- b. Provide documentation demonstrating they have a minimum of three (3) years' experience in this market and regularly engaged in providing unarmed security guard services as described in the Request for Proposal;
- c. Provide the total number of employees in your firm and the number of employees to be assigned to this contract;
- d. Provide the number of customers your firm currently has;

- e. Provide resumes and qualifications of staff assigned to this contract;
- f. Business Health Summary including years in business under the Offeror's present name and information documenting the Offeror's financial stability including its latest audited financial statement; and
- g. Provide a minimum of three (3) references for a similar operation and for services being solicited in the Request for Proposal. For each reference, include a contact name and telephone number, the size of the contract, and the beginning and ending contract dates. It is preferred these references be in close proximity to Virginia.

### 5. Tab 4 – Pricing / Cost Proposal

Cost is a required evaluation factor for non-professional services. Cost proposals must be included in this tab and include the hourly rate for guard services and any other associated fees. **Attachment H.** 

#### 6. Tab 5 – Service Approach

In this tab, Offerors shall provide a narrative description of their firm process to meet the requirements of this Request for Proposals. This shall include approach to providing the services, employee training program, current workload and ability to complete required work within County schedule, etc.

#### 7. Tab 6 – Exceptions

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

#### 8. Tab 7 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

#### 9. Tab 8 – Appendices

Optional for Offerors who wish to submit additional material that will clarify their response.

#### VIII. PROPOSAL EVALUATION / SELECTION PROCESS

A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Experience and Qualifications	
(In accordance with Section VIII, Tab 3, this criterion considers the	
Offeror's qualifications, experience, resumes and references of the	20
overall Offeror and staff assigned relative to the services solicited by	
this RFP as specified in Section II.)	
<b>Functional Requirements</b>	
(In accordance with Section VIII, Tab 2, this criterion considers the	25
Offeror's understanding of the work to be performed and proposed	23
solutions requested by this RFP as specified in Section II.)	
Service Approach	
(In accordance with Section VIII, Tab 5, this criterion considers the	
Offeror's approach to provide guard services, training, project	25
management, project scheduling, and delivery of services requested by	
this RFP as specified in Section II.)	
Price/Cost Proposal	
(In accordance with Section VIII, Tab 4, this criterion considers the	25
Offeror's pricing for completing the services requested by this RFP as	23
specified in Section II.)	
Quality of Proposal Submission / Oral Presentations	
(This criterion considers the overall quality of the Offeror's proposal	5
submitted and any oral presentations required.)	
Total	100

B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

# ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 22-2380-6LOC - Annual Contract for Unarmed Security Guard Services.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

# ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name:	ar: 1			
This form completed by: Signature:	Title:			
Date:				
PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKIN	NG THE APPROPRIATE BOX(ES)			
BELOW.				
(Check all that apply.)	CLINDY HER DECICED A TYON. THE CO			
☐ SMALL BUSINESS	SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in			
☐ WOMEN-OWNED BUSINESS	doing business with the County to register with eVA, the Commonwealth of Virginia's electronic			
☐ MINORITY-OWNED BUSINESS	procurement portal, <a href="http://eva.virginia.gov">http://eva.virginia.gov</a> .			
☐ SERVICE-DISABLED VETERAN	eVA Registered? Yes No			
☐ EMPLOYMENT SERVICES ORGANIZATION	eva Registered?			
☐ NON-SWaM (Not Small, Women-owned or Minority-owned)				
If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE NUMBER DATE	certification number and expiration date.			

#### **DEFINITIONS**

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

- 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

## ATTACHMENT C

## Virginia State Corporation Commission (SCC) Registration Information

The Offeror:
is a corporation or other business entity with the following SCC identification number:  -OR-
is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) <b>-OR-</b>
is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

# ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR:
------------------

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

#### ATTACHMENT E

#### **COUNTY OF HENRICO**

#### INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

#### Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. *The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.* The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

#### **Workers' Compensation**

Statutory Virginia Limits
Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

#### **Commercial General Liability**

\$1,000,000 each occurrence including contractual liability for specified agreement \$2,000,000 General Aggregate (other than Products/Completed Operations) \$2,000,000 General Liability-Products/Completed Operations \$1,000,000 Personal and Advertising injury \$100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

#### **Umbrella Liability**

\$2,000,000 Per Occurrence and in the aggregate

## **Additional Requirements**

scope o	of work that is included and if any of the following are included in the services that will be ed, the following additional insurance will be required, if required:
	Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)  Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
	Cyber Liability - \$2,000,000 Per Occurrence Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
	Abuse and Molestation Coverage - \$1,000,000 Per Occurrence Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
	Pollution Liability - \$1,000,000 Per Occurrence Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
	Explosion, Collapse & Underground Coverage (XCU)  Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
	Builders Risk Coverage Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
	Other as Specified Below

#### NOTE 1:

The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

#### NOTE 2:

The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

#### NOTE 3:

Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

#### NOTE 4:

The Certificate Holder Box shall read as follows: County of Henrico Risk Management PO Box 90775 Henrico, VA 23273

# ATTACHMENT F DIRECT CONTACT WITH STUDENTS

Name of Offeror:	
require the contractor or employee during regular school hours or dur of whether any individual who wil in the definition of barrier crime	I, as a condition of awarding a contract for the provision of services that s of the contractor to have direct contact with students on school property ing school-sponsored activities, the contractor shall provide certification I provide such services has been convicted of any violent felony set forth in subsection A of Va. Code § 19.2-392.02; any offense involving the sual abuse, or rape of a child; or any crime of moral turpitude.
misdemeanor and, upon conviction	ally false statement regarding any such offense is guilty of a Class 1 n, the fact of such conviction is grounds for the revocation of the contract relevant, the revocation of any license required to provide such services.
As part of this submission, I cert	tify the following:
students on school pactivities have been	iduals who will be providing services that require direct contact with property during regular school hours or during school-sponsored convicted of a violent felony set forth in the definition of "barrier 19.2-392.02(A); an offense involving the sexual molestation, physical ape of a child;
And (select one of the fol	lowing)
contact wit	ne individuals who will be providing services that require direct th students on school property during regular school hours or during assored activities have been convicted of any felony or any crime of itude.
contact wit school-spor turpitude t 19.2-392.02 abuse, or a criteria, the	ore individuals who will be providing services that require direct h students on school property during regular school hours or during asored activities has been convicted of a felony or crime of moral that is not set forth in the definition of "barrier crime" in Va. Code § $\mathcal{C}(A)$ and does not involve the sexual molestation, physical or sexual rape of a child. (In the case of a felony conviction meeting these e contractor must submit evidence that the Governor has restored ual's civil rights.).
	Signature of Authorized Representative
	Printed Name of Authorized Representative
	Printed Name of Vendor (if different than Representative)



## ATTACHMENT G SAMPLE CONTRACT

### [Non-Professional <u>or</u> Professional] Services Contract Contract No. [#]

This [Non-Professional *or* Professional Services] Contract (this "Contract") entered into this [#] day of [month] 20[##], by [Offeror's Name] (the "Contractor") and the [County of Henrico, Virginia <u>or</u> County School Board of Henrico County, Virginia] ([the "County" or "HCPS"]).

**WHEREAS** [the County <u>or</u> HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the "Request for Proposals"), for [subject matter of the RFP].

**WITNESSETH** that the Contractor and [the County <u>or HCPS</u>], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to the [the County <u>or HCPS</u>] as set forth in the Contract Documents.

**COMPENSATION:** The compensation [the County <u>or</u> HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

**CONTRACT TERM:** The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County <u>or</u> HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days' written notice before the end of the term unless Contractor has given [the County <u>or</u> HCPS] written notice that it does not wish to renew at least 180 days before the end of the term.

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

- 1. This [Non-Professional <u>or</u> Professional] Services Contract between [the County <u>or</u> HCPS] and Contractor.
- 2. The General Contract Terms and Conditions included in the Request for Proposals;
- 3. The Negotiated Modifications (Exhibit [letter]);
- 4. Contractor's Best and Final Offer dated [date] (Exhibit [letter]);
- 5. Contractor's Original Proposal dated [date] (Exhibit [letter]); and
- 6. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]  [Address] [City, State, Zip]	[County of Henrico, Virginia <u>or</u> County School Board of Henrico County, Virginia] [P.O. Box 90775 <u>or</u> 406 Dabbs House Road] [Henrico, VA 23273-0775 or 23223]			
Signature	Signature			
Printed Name and Title	[Purchasing Director <u>or</u> County Manager <u>or</u> Superintendent]			
Date	Date			

## ATTACHMENT H PRICE/COST PROPOSAL

Fixed hourly rate per guard: \$
Minimum Hours required per event/per guard:
Fee charged for short notice of event cancellation \$
ENTER ADDITIONAL INFORMATION BELOW OR ON A SEPARATE ATTACHMENT IF NEEDED

## ATTACHMENT I

## 2022 – 2023 High School Basketball Schedule

Date	Deep Run	Freeman	Glen Allen	Godwin	Henrico	Hermitage	Highland Springs	Tucker	Varina
25-Aug	at Mech	Godwin	at Matoaca		Atlee				
26-Aug		Prince George		Kecoughtan		Meadow- brook	JL Chambers at UNC	Caroline	Hopewell
1-Sep	at Atlee	at James River	Varina	Patrick Henry			at Manchester		at Glen Allen
2-Sep					at Hermitage	Henrico		Indian River	
8-Sep						Thomas Dale			
9-Sep	Henrico	Mech.	Patrick Henry	at Atlee	at Deep Run		Prince George	at Meadow- brook	
16-Sep	at Patrick Henry	Atlee		Hanover	Hopewell	at Varina	at Martinsburg		Hermitage
22-Sep	Tucker				at Highland Springs		Henrico	at Deep Run	
23-Sep		Godwin	Hermitage	at Freeman		at Glen Allen			
30-Sep	Thomas Jefferson	Tucker	Godwin	at Glen Allen	at Patrick Henry	at Tucker	at Colonial Forge	Hermitage	at Hanover
7-Oct	Freeman	at Deep Run	Tucker		Thomas Dale	Lake Taylor	Patrick Henry	at Glen Allen	at Armstrong
14-Oct	at Godwin	at Hermitage	at Potomac	Deep Run	at Mech.	Freeman	Hanover	Thomas Jefferson	Atlee

Date	Deep Run	Freeman	Glen Allen	Godwin	Henrico	Hermitage	Highland Springs	Tucker	Varina
Oct. 20					Varina				at Henrico
21-Oct		Tucker	at Thomas Jefferson	Hermitage		at Godwin		at Freeman	
28-Oct	Glen Allen	St. Chris.	at Deep Run	Tucker	Hanover	at John Marshall	Atlee	at Godwin	at Patrick Henry
3-Nov									Highland Springs
4-Nov	at Hermitage	Glen Allen	at Freeman	Thomas Jefferson		at Deep Run	at Varina	Lake Taylor	

Games scheduled are subject to change.