

April 3, 2025

Dan Schmitt
President
RMC Events, Inc.
8247 Meadowbridge Road
Mechanicsville, VA 23116

RE:

Contract #: 7816071JV/C0000180

Renewal No.: 3 of 3

Dear Mr. Schmitt:

Your firm's contract with Virginia Commonwealth University (VCU) for <u>External Security Services</u> expires on May 9, 2025. VCU intends to exercise the renewal of the <u>underlying cooperative contract</u> in accordance with:

Section XXIV, Item H of Contract #: 7816071JV;

## **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: May 10, 2025 through May 9, 2026.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language.

Please email your response to ckersey2@vcu.edu. If you have any questions, please contact me at (804) 828-0163.

Sincerely,

Christopher C. Kersey

Procurement Category Manager

Unstopher C. Kersey

RESPONSE: With Moderation Letter And Cries:

RMC Events Inc.

Name of Firm

Signature

VP

Title

L/15/2025

Date



### 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

Tuesday, April 15, 2025

Christopher Kersey Procurement Category Manager VCU Procurement Services

Re: Contract No. 7816071JV – Renewal Two (3) of Three (3)

Chris-

We are in receipt of your renewal letter dated April 3<sup>rd</sup> and in full understanding of the optional use of such cooperative by VCU.

Below represents the only requested modifications for this renewal term, according to contract provisions:

## 1) Renewal Rates

- As you are aware, per the agreement, proposed renewal rates are capped by the CPI chart and/or .50 per hour, whichever is lower.
- We have attached the current CPI chart, as well as a revised Exhibit A, demonstrating pricing at the .50 per hour maximum.

# 2) Proposed Term Adjustment

- We'd like to propose a modified term end date for this renewal as it would provide better advance planning for our user groups.
- The current proposed term end of this renewal is May 9, 2026
- With nearly all of our users still within their collegiate calendar, they have requested (and we agree) that an adjusted term end of May 31, 2026 would better allow for them to plan and budget for their annual commencement exercises, typically held in the middle of May.
- Should VCU agree with his request, RMC Events would concur and agree to maintain this renewal rate structure for the extra 22 days to allow for more reliable budgeting on their part.



# Corporate Office / Eastern Region Event Ops.

8247 Meadowbridge Road Mechanicsville, Virginia 23116 Phone: 804.353.7621

804.353.7626 Fax:

### Western Region Event Operations

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### UVA Ambassador Operations

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# 3) Modification to Section GG: Additional Goods and Services

- A growing number of our user groups are requesting additional clarification within Section GG: Additional Goods and Services for their increasing needs to add security equipment to our existing security services agreement
- We propose the following language in this renewal in order to provide for such clarification:
- Pursuant to Section GG: Additional Goods and Services: the sale, rental, or lease of related security equipment (i.e. metal detection devices) may be priced by estimate based upon volume/quantity. Additional details of such equipment can be found in the description below:

# Other Equipment and Services to be included in Contract as Additional Goods/Services

Ч	Stage B	Barricade	\$15.00/ft	(\$300 Deliver/Pickup w	ithin 90 miles of RIVIC Corporate HQ)				
	Bike Ra	ick	\$2.50/ft	(\$300 Delivery/Pickup within 90 miles of RMC Corporate HQ)					
	The second of th								
	Vehicle Counter \$250/unit/day or \$500/unit/week								
	Roadsid	de Message Boa	rd	\$500/unit/day or \$1600	0/unit/week				
	Transit	Passenger Van		\$290/vehicle/day (plus	driver hourly rate)				
	☐ Handheld Metal Detector Devices \$25.00/unit/day (does not include personnel costs)								
	Walk-T	hru Metal Detec	ction Devices	Cost may vary based or	n ESTIMATE (pricing framework below)				
			•		nits and accessories inc. but not limited to:				
		Walk-Thru Met	tal Detectors (Hif	PE / PMD2, etc.)	Starting \$3,000 (Pre-Owned) to \$8,000 (New)				
		Accessory Item	s (Wheel Kits/Co	nnector Cables, etc.)	Prices available upon request / estimate				
		Price per unit f	or device and acc	cessories varies within ra	ange based upon volume				
	Weapo	ns Detection De	vice	Cost may vary based or	n ESTIMATE (pricing framework below)				
		Purchase / Leas	se / Rental option	ns available, including ui	nits and accessories				
		Weapons Dete	ction Unit (CEIA	OpenGate, etc.)	Starting at \$16,994 and up to \$18,750 each				
		Stabilizer Base	Plates (multiple	designs available)	Starting at \$499.00 and up to \$1400 per pair				
		Secure Protecti	ive Battery Case	(two size options)	Starting at \$199 and up to \$299 each				
		NetID Full Acce	ss and Reporting	g Package	\$990/unit (annual license)				
		Above pricing f	or devices and th	nese accessories and ma	ny more all vary based upon volume				

Chris, of course, as always, willing to discuss these items as you see fit. The renewal rate is permitted and capped appropriately in the contract document. Items #2 and #3 are in response to several requests of our user groups in order to best assist them and we would agree with each of them.

Thank you.

Dan Schmitt Dan Schmitt RMC Events, Inc.

> Success...Built upon Good People First www.RMCEvents.com

May 3, 2024

Dan Schmitt
President
RMC Events, Inc.
8247 Meadowbridge Road
Mechanicsville, VA 23116

RE: Contract No. 7816071JV - Renewal Two (2) of Three (3)

Dear Mr. Schmitt:

Your firm's contract # 7816071JV, with Virginia Commonwealth University (VCU) for External Security Services, expires on May 9, 2024. VCU desires to renew this contract for the period of May 10, 2024 through May 9, 2025 a total of one (1) additional year.

VCU is renewing this contract for the benefit of the VASCUPP member schools. The resulting contract(s) will be an optional use contract.

VCU Athletics Department will utilize this contract during the full renewal period. The remaining VCU Departments will in no way be required to utilize Contractor services and may in their sole discretion obtain identical and/or similar services from other sources.

The remaining VCU Departments intend to modify their scope of work from May 10, 2024 until August 12, 2024 at 12:01 AM for Residential Life & Housing and August 12, 2024 at 8:00 AM for all other VCU Departments. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

Your signature constitutes your firm's acceptance of this renewal. Services, terms and conditions shall remain the same in accordance with the contract for the renewal period: 05/10/2024 through 05/9/2025.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU and the Commonwealth of Virginia as the "Additional Insured", citing the contractor's name and contract number, e-mailed to Mike Sprouse of VCU Risk Management at <a href="mailto:sprousema@vcu.edu">sprousema@vcu.edu</a>.

Revised pricing is attached to this renewal letter as Exhibit A.

These additional details will also continue as part of this renewal:

1. Line 3: VCUPD will cover 16 hrs. daily (112 hrs/wk) for one Shift Supervisor position expenses as described on the rate sheet. This supervisor will be dedicated to Monroe Park Campus positions. Residential Life & Housing has agreed to allow their dedicated 0000-0800 daily supervisor to respond to issues/staff outside of the Residential positions for these eight (8) hours.

- 2. Line 3: VCUPD will cover 12 hrs. daily (84 hrs/wk) of the Command Center Radio Operations expenses as described on the rate sheet.
- 3. Line 3: VCU Health will cover 24 hrs daily (168 hrs/wk) for on Shift Supervisor position expenses. This supervisor will be dedicated to the MCV Campus positions.

Please return this document to me no later than May 6, 2024 at <a href="may-ex-ckersey2@vcu.edu">ckersey2@vcu.edu</a>. If you have any questions, please contact me at (804) 828-0163 or via email.

Sincerely,

Christopher C. Kersey, CPPB, CUPO

**Procurement Category Manager** 

# Contract #: 7816071JV - External Security Services RMC Events, INC. Name of Firm

Shaun Jacobson

Frechtive Director

5/3/24

**RESPONSE:** 

Signature

Date

# Contract No. 7816071JV Price Increase for Contract Year May 10, 2024 - May 9, 2025

Current Fee May Contract Year 10, 2023 - May 9, May 10, 2024-

2024	CPI2	CPI1	Total	Price Increase	May 9, 2025 Comments
\$25.79	393.800	373.361	\$27.20	\$1.41	<b>\$26.29</b> .50 increase
\$24.29	393.800	373.361	\$25.62	\$1.33	<b>\$24.79</b> .50 increase
\$24.29	393.800	373.361	\$25.62	\$1.33	<b>\$24.79</b> .50 increase
\$20.55	393.800	373.361	\$21.67	\$1.12	<b>\$21.05</b> .50 increase
\$24.29	393.800	373.361	\$25.62	\$1.33	<b>\$24.79</b> .50 increase
\$25.73	393.800	373.361	\$27.14	\$1.41	<b>\$26.23</b> .50 increase
\$36.06	393.800	373.361	\$38.03	\$1.97	<b>\$36.56</b> .50 increase
\$38.19	393.800	373.361	\$40.28	\$2.09	<b>\$38.69</b> .50 increase
\$24.29	393.800	373.361	\$25.62	\$1.33	<b>\$24.79</b> .50 increase
\$36.06	393.800	373.361	\$38.03	\$1.97	<b>\$36.56</b> .50 increase

# Percentage Increase

 CPI2
 393.800

 CPI1
 373.361

 % Percent Increase
 5.474326

**CPI Calculation Formula** 

(CPI2 - CPI1) x 100

CP1

2024 Prices for Contract Year May 10, 2024 -May 9, 2025

PO Line Number	Description	May 10, 2024 - May 9, 2025
1	Providing staff with 4 vehicles for increased visibility on the Monroe Park and MCV Campuses between the hours of 9:00 pm and 3:00 am daily; 168 hrs per week - for 38 weeks	\$26.29
2	Unarmed Upscale Security Officers for approximately 2175 hours per week for Fixed Posts within the Richmond , VA geographic area; VCU's Institute for Contemporary Art (ICA) approximately 48 hours of coverage from Tuesday to Saturday throughout full year. Provide 2 staff for approximately 400 hrs total foot patrol of Cabell library/area during fall/spring exam periods. Crosswalk traffic control 25 hrs/wk during fall/spring semesters.	\$24.79
3	Shift supervisor for 112 hr/wk (16 hrs/day) and command center radio operations 84 hr/wk (50% of total 168 weekly hours)	\$24.79
4	Unarmed Upscale Security Officers for VCU's Residence Life & Housing's (RLH) coverage daily from midnight to 8 a.m. during academic year and on a modified schedule during breaks. Shift supervisor and assist acct manager provided to RLH for 40 hr/wk each	\$21.05
5	Unarmed Upscale security Officers for temporary services within the Richmond, VA geographics area. Standard billing rate with 48 hours notice	\$24.79
6	ICA Assistant Manager - rate approximate 42 hrs/ wk	\$26.23
7	Unarmed Upscale Security Officers – Overtime/Holiday Billing Rate for general; Residential Housing and ICA fixed posts within the Richmond, VA geographic area	\$36.56
8	Overtime/holiday billing rate for ICA Assistant Manager	\$38.69
9	Lot A - 1 Staff and Vehicle for <b>40</b> hrs/wk	\$24.79
10	Unarmed Upscale Security Officers – Overtime/Holiday Billing or less than 48 hours rate for Temporary Services within the Richmond, VA geographic area	\$36.56



# Procurement Services

June 8, 2023

Dan Schmitt President RMC Events, Inc. 8247 Meadowbridge Road Mechanicsville, VA 23116

RE:

Contract #: 7816071JV/C0000180

Renewal No.: 1 of 3

Current Purchase Order: P0136559

Dear Mr. Schmitt:

**Procurement Services** 

University Purchasing

912 W Grace Street, 5th Floor Box 980327 Richmond, Virginia 23284

804 828-1077 Fax: 804 828-7837 TDD: 1-800-828-1120 www.vcu.edu/procurement

Your firm's contract with Virginia Commonwealth University (VCU) for <u>External Security Services</u> expires on <u>June 9</u>, <u>2023</u>. VCU intends to exercise the renewal of the contract in accordance with:

Section XXIV, Item H of Contract #: 7816071JV;

# **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: <u>June 10, 2023</u> through May 9, 2024.

Pricing remains the same as the previous contract period.

X Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, e-mailed to Steven Kessinger of VCU Risk Management at <a href="mailto:sbkessinger@vcu.edu">sbkessinger@vcu.edu</a>. Please reference the Contract Number and Description of Services in Subject Line.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language.

Sincerely,

Christopher C. Kersey

**Procurement Category Manager** 

anstopter C. Kensey

An Equal Opportunity/Affirmative Action University

Contract #: 7816071JV/C0000180

Page 1 of 4

RESPONSE:
RMC Events, Inc.
Name of Firm
Signature (
Shawn Jecobson
Name Printed
Executive Director
Title
6/8/23
Date

Contract #:: 7816071JV/C0000180

# Rates for June 10, 2023-May 9, 2024

2023 Prices for Contract Year June 10, 2023

PO Line Number	Description	- May 9, 2024
1	Providing staff with <b>4</b> vehicles for increased visibility on the Monroe Park and MCV Campuses between the hours of 9:00 pm and 3:00 am daily; 168 hrs per week for 38 weeks	\$25.79
2	Unarmed Upscale Security Officers for approximately 2175 hours per week for Fixed Posts within the Richmond, VA geographic area; VCU's Institute for Contemporary Art (ICA) approximately 48 hours of coverage from Tuesday to Saturday throughout full year. Provide 2 staff for approximately 400 hrs total foot patrol of Cabell library/area during fall/spring exam periods. Crosswalk traffic control 25 hrs/wk during fall/spring semesters.	\$24.29
3	Shift supervisor for 112 hr/wk (16 hrs/day) and command center radio operations 84 hr/wk (50% of total 168 weekly hours)	\$24.29
4	Unarmed Upscale Security Officers for VCU's Residence Life & Housing's (RLH) coverage daily from midnight to 8 a.m. during academic year and on a modified schedule during breaks. Shift supervisor and assist acct manager provided to RLH for 40 hr/wk each	\$20.55
5	Unarmed Upscale security Officers for temporary services within the Richmond, VA geographics area. Standard billing rate with 48 hours notice.	\$24.29
6	ICA Assistant Manager - rate approximate 42 hrs/wk	\$25.73
7	Unarmed Upscale Security Officers – Overtime/Holiday Billing Rate for general; Residential Housing and ICA fixed posts within the Richmond, VA geographic area	\$36.06
8	Overtime/holiday billing rate for ICA Assistant Manager	\$38.19
9	Lot A - 1 Staff and Vehicle for <b>40</b> hrs/wk	\$24.29
10	Unarmed Upscale Security Officers – Overtime/Holiday Billing or less than 48 hours rate for Temporary Services within the Richmond, VA geographic area	\$36.06

# **Additional Renewal Detail:**

- 1. Line 1: VCUPD requests only four (4) mobile patrols instead of the most recent ten (10) mobile patrols.
- 2. Line 3: VCUPD will cover 16 hrs daily (112 hrs/wk) for one Shift Supervisor position expenses as described on the rate sheet. This supervisor will be dedicated to Monroe Park Campus positions. Residential Life & Housing has agreed to allow their dedicated 0000-0800 daily supervisor to respond to issues/staff outside of the Residential positions for these 8 hrs.
- 3. Line 3: VCUPD will cover 12 hrs daily (84 hrs/wk) of the Command Center Radio Operations expenses as described on the rate sheet.
- 4. Line 3: VCU Health will cover 24 hrs daily (168 hrs/wk) for one Shift Supervisor position expenses. This supervisor will be dedicated to the MCV Campus positions. To help fund this position agreement has been made to eliminate the 1100-2300 daily second Weapons Screener position from VCU Medical Center ED Main Entrance.

Contract #: 7816071JV/C0000180 Page 4 of 4



May 9, 2023

Dan Schmitt President RMC Events, Inc. 8247 Meadowbridge Road Mechanicsville, VA 23116

Dear Mr. Schmitt:

Your firm's Contract # 7816071JV, with Virginia Commonwealth University (VCU) for External Security Services expires on May 9, 2023. VCU desires to extend this contract for the period of May 10, 2023 – June 9, 2023 for a total of thirty (30) additional days.

RMC Events, Inc. commits to the same rates at VCU as the previous year agreement through June 9, 2023 to allow for negotiations to complete.

Your signature constitutes your firm's acceptance of this extension. Services, prices, terms and conditions shall remain the same in accordance with the contract for the extension period: <u>5/10/2023</u> through <u>6/9/2023</u>.

Your response may be emailed to me at <a href="mailto:ckersey2@vcu.edu">ckersey2@vcu.edu</a>. If you have any questions, please contact me at (804) 828-0163 or via email.

Sincerely,

Christopher C. Kersey, CPPB, CUPO

Procurement Category Manager

anstopter C. Keney

# Contract #: 7816071JV – External Security Services RMC Events, Inc. Name of Firm Signature

Name Printed

RESPONSE:

Executive Director

Title

5/9/23

Date



# Procurement Services

# FIRST AMENDMENT TO CONTRACT NO. 7816071JV BY AND BETWEEN VIRGINIA COMMONWEALTH UNIVERSITY AND RMC EVENTS, INC.

This First Amendment to Contract No. 7816071JV by and between Virginia Commonwealth University, hereafter referred to as "VCU", and RMC Events, Inc., hereinafter referred to as "Contractor", is entered into as of the date the last signature is affixed hereto.

WHEREAS, VCU and Contractor entered into Contract No. 7816071JV, dated May 10. 2018 ("the Contract");

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, the Contract provides for changes to the terms of the Contract through a changes provision set forth at Section XXIII. General Terms and Conditions, Paragraph GG, Additional Goods and Services; and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with <u>Section XXIII</u>, <u>General Terms and Conditions</u>, <u>Paragraph GG</u>, <u>Additional Goods and Services</u>,

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

VCU and Contractor agree to

- 1. Add one Mobile Parking Patrol Security Officer at the rate of \$18.75 per hour.
  - a. 95 hours per week;
  - b. Twenty-three (23) week estimated man hours 2,185;
  - c. Weekly estimated total \$1,781.25;
  - d. Twenty-three (23) week estimated total \$40,969.00.

This Amendment shall become effective upon execution of this Amendment by VCU and Contractor. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

Virginia Commonwealth University	RMC Events, Inc.
Ву:	By: BNM / KAND
Printed Name: Mark E, Roberts	Printed Name: AMIER J CHMITS
Title: Interim Director, Procurement Services	Title: PRES 130 ENG
Date: ///0//9	Date: 1/9/2019
	* /

# R.M.C. Events, Inc.

www.RMCEvents.com

8247 Meadowbridge Rd Mechanicsville, VA 23116

804.353.RMC1 (7621) ph. 804.353.RMC6 (7626) fax **VCU ESS Executive Cost Summary Security Officer - Mobile Parking Patrol** 

Document Date: 11/30/18

# **Bill To:**

# Staff	Start	End	Hours	Days	Staff Notes		Total	
					Weekly Summary - SHIFT 0500-2400			
1	5:00	0:00	19	5	Security Officer - Mobile Parking Patrol \$		\$1,781.25	
					Weekly Estimated Cost Total:		\$1,781.25	
	NO HOLIDAY ADJUSTMENTS. ONE MARKED AND LIGHTED VEHICLE PER SECURITY							
	OFFICER - MOBILE PARKING PATROL AT THIS RATE.							
	TOTAL ESTIMATED YEARLY MAN HOURS = 4940							
					52 Week Estimate Cost Total:		\$92,625.00	

Please make checks payable to R.M.C. Events, Inc.
RMC Events Fed ID #: 54-1973953
THANK YOU FOR YOUR BUSINESS



# **Office of Procurement Services**

Virginia Commonwealth University 912 W. Grace Street, 5th Floor Richmond, Virginia 23284

Purchase Order							
Purchase Order Date	PO/Reference No.	Revision No.					
Jun 3, 2019	P0007411	0					
Buyer Information							
Owner Name	G Britt						
Owner Phone	+1 804-828-3839						
Owner Email	gbritt@vcu.edu						
Delivery Information							

Jun 3, 2019

Sup	plier Information	D	elivery Information	Billing Address
Vendor Name Address	RMC Events Inc 3700 West End Drive Henrico, VA 23294 US	ATTN:  224 East Broa 3rd Floor	Property Office - Denise Britt ad Street	Virginia Commonwealth University Accounts Payable Box 3985 Scranton, PA 18505 United States

Purchase Order Date

Officed State		
Billing Information		Note to Vendor
Quote number	Note to Vendor	ALL GOODS AND SERVICES PROVIDED SHALL BE GOVERNED BY THE PRICING, TERMS AND CONDITIONS OF CONTRACT NO. 7816071JV, EXTERNAL SECURITY SERVICES. CONTRACT TERM: MAY 10, 2018 TO MAY 9, 2023. PRICE INCREASES PER CONTRACT, PAGE 4, NO. 5 - PRICE INCREASE.
	Attachments for vendor	
	Contract #7816071	

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 13	Providing staff with 4 vehicles forincreased visibility on the Monroe Park and MCV Campuses between the hours of 9:00 pm and 3:00 am daily; 168 hrs per week - for 38 weeks (\$16.66)		EA	1.00 USD	106,358 EA	106,358.00 USD
		ı				
2 of 13	Providing staff with three (3) bicycles forincreased visibility on the Monroe Parkand MCV campuses during exam weeks for 420 hrs. (\$16.66)		EA	1.00 USD	6,998 EA	6,998.00 USD
		1				
3 of 13	Unarmed Upscale Security Officers forTemporary services within theRichmond, VA geographic area.Standard Billing rate with 48 hours' (\$16.66)		EA	1.00 USD	166,600 EA	166,600.00 USD
		1				
4 of 13	Shift Supervisor - General for Fixed Posts within the Richmond, VA geographic area 168 hrs per week; Shift Supervisor - Housing average approximate 56 hours per week for Fix Posts; command center radio operations 168 hours per week (\$18.71)		EA	1.00 USD	402,265 EA	402,265.00 USD

5 of 13	Assistant Manager - averageapproximate 40 hours per week for Fixed Posts within the Richmond, VA geographic area (\$19.74)		EA	1.00 USD	41,060 EA	41,060.00 USD
6 of 13	Manager - average approximate 40 hours per week for Fixed	'	EA	1.00 USD	45,240 EA	45,240.00
	Posts withinthe Richmond, VA geographic area (\$21.75)	'				USD
7 of 13	Unarmed Upscale Security Officers – Overtime / Holiday Billing Rate for FixedPosts, Residential Housing and ICA within the Richmond, VA geographic area (\$24.88)	1	EA	1.00 USD	134,353 EA	134,353.00 USD
8 of 13	Unarmed Upscale Security Officers for Temporary services within the Richmond, VA geographic area. Overtime/holiday or less than 48 hours' notice (\$24.88)	1	EA	1.00 USD	74,640 EA	74,640.00 USD
9 of 13	Manager - Overtime/Holiday Billing ratefor Fixed Posts within the Richmond, VA geographic area (\$32.38)	1	EA	1.00 USD	3,238 EA	3,238.00 USE
10 of 13	Assistant Manager - Overtime/Holiday Billing rate for Fixed Posts within the Richmond, VA geographic area (\$29.38)		EA	1.00 USD	3,839 EA	3,839.00 USE
11 of 13	Shift Supervisors, Command radio Ops - Overtime/Holiday Billing rate for Fixed Posts within the Richmond, VA (\$27.88)		EA	1.00 USD	13,945 EA	13,945.00 USD
12 of 13	Lot M - Mayo Island - ( RMC for the M&R Lot for the P&T staff piece) 1 staff and vehicle - (\$19.22)	1	EA	1.00 USD	41,996 EA	41,996.00 USD
13 of 13	Declining Balance PO			2,526,589.00 USD	1	2,526,589.00 USD
	ADDITIONAL INFO Unit of EA - Each Measure	Quantity Unit Price		1 2,526,589.00 US	D	
	Product Unarmed Upscale Security Officersaverage  Description approximate 1950 hours per week for Fixed Posts within the Richmond, VA geographic area; VCU's Residence Life & Housing's (RLH) (\$16.66)					
	External Note Unarmed Upscale Security Officers Richmond, VA geographic area; VC				r Fixed Posts v	vithin the
				Total		,121.00 USD

	Header	0001	VCU Terms &	Unless otherwise noted herein, VCU Terms & Conditions apply to this Purchase Order and car	
			Conditions	found at https://procurement.vcu.edu/media/procurement/pdf/document-library/PO_TCs.pdf	



# **Procurement Services**

# COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7816071JV

This contract entered into by <u>RMC Events, Inc.</u>, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

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

**PERIOD OF THE PERFORMANCE**: From the execution of the contract by both parties to <u>five (5) years thereafter</u> with <u>three (3) one (1)-year renewal options</u>.

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
- (2) The Contract Appendix A Negotiated Clarifications, Modifications and Additions to Contract.
- (3) The Contractor's Best and Final Offer dated April 19, 2018.
- (4) The Request for Proposal # 7816071JV Addendum No. 2 dated January 11, 2018;
- (5) The Request for Proposal # 7816071JV Addendum No. 1 dated January 4, 2018;
- (6) The Request for Proposals # 7816071JV dated December 11, 2017; and
- (7) The Contractor's Proposal dated January 23, 2018.

All documents are incorporated herein by reference. Any conflict or inconsistency between the incorporated documents shall be resolved by giving precedence in the following order:

(1) This signed form;

CONTRACTOR:

- (2) The Contract Appendix A Negotiated Clarifications, Modifications and Additions to Contract.
- (3) The Contractor's Best and Final Offer.
- (4) The Request for Proposal #7816071JV Addendum No. 2 dated January 11, 2018;
- (5) The Request for Proposal # 7816071JV Addendum No. 1 dated January 4, 2018;

**PURCHASING AGENCY:** 

- (6) The Request for Proposals # 7816071JV dated December 11, 2017; and
- (7) The Contractor's Proposal dated January 23, 2018.

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

RMC Events, Inc.	Virginia Commonwealth University
By: An Spane	By: Patricia Plikins
Name Printed: AN SCHMITT	Name Printed: Karol Kain Gray
Title: PRESIDENT	Title: Vice President for Finance and Budget
Date: 5/1/2018	Date: 5/10/2018

# **CONTRACT APPENDIX A**

# NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT

# VCU and RMC Events, Inc. agree as follows:

- 1. Negotiations II, Other Areas, D Notice of Service Changes
  - a) Establish a thirty (30)-day notification period to alter/change work and/or service areas.
- 2. Negotiations II, Other Areas, E Training
  - a) Virginia Department of Criminal Justice Service (DJCS) Provide at no cost
  - b) Campus Security Officer (CSO) Provide with cost share.
  - c) Campus Security Authority (CSA) Provided at no cost.

DCJS 11-3291

### DCJS 88-1317

# RMC Events, Inc.

### **Charlottesville Office**

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

Fax: 434.984.2689

# **Richmond Office**

3700 West End Drive Henrico, Virginia 23294 Phone: 804.353.7621 Fax: 804.353.7626

# **UVA Ambassador Office**

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

Thursday, April 19, 2018

Mr. Christopher Kersey

Procurement Category Manager, VCU – Procurement Services 912 W. Grace Street, 5<sup>th</sup> Floor, Richmond, VA 23284

Delivered via Email to: <a href="https://www.ckensey2@vcu.edu">CKersey2@vcu.edu</a>

Good Morning Christopher,

Per your request, as a part of the BAFO (Best and Final Offer) process, please see our responses below to the five (5) requests presented by the Evaluation Committee for RFP #: 7816071JV – External Security Services on Monday, April 16<sup>th</sup>, 2018 via email. Again, we appreciate the opportunity and respectfully offer the additional information and responses below:

# Responses below, per your direction, are based upon a 100% award to RMC Events:

- 1. Pricing We would like for RMC to come down \$.25 cents on all rates, (i.e. \$16.25 for security personnel, \$18.25 supervisors, \$19.25 assistant manager, \$21.25 manager).
  - RMC Events agrees to the above initial year pricing model.
  - Please note our proposed Command Center/Dispatch position is considered at the supervisor level.
  - Please note that Holiday hours as provided in our proposal would remain in effect at 1.5x rate.
- 2. Special Event Minimum We are requesting a three (3) hour minimum from our awarded vendor.
  - RMC Events agrees to the above request to reduce our proposed minimum of four (4) hours to three (3) hours for Special Event requests.
- 3. Annual Quality Survey Each year VCU Police utilizes the VCU Survey and Evaluation Research Laboratory (SERL) to conduct a survey of the campus community regarding satisfaction with both Police and external security services. It would be our preference that our security vendor pay for this survey each year. The survey would then be created in collaboration with you, results will be shared with you, and we would work together to develop solutions to identified areas where improvement of security services is needed. The historical annual cost of this survey is between \$7k \$10k. Please confirm your willingness to pay for this annual survey.
  - RMC Events agrees to cover the cost of this annual survey with a maximum established \$10k annual cost limit.
  - Further, RMC Events notes that we fully support this concept/regular measurement and view it as an important piece of a solid partnership. We look forward to supporting this type of continual improvement and development method.

# RMC Events, Inc.

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# **UVA Ambassador Office**

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- 4. Uniforms We are requiring a two-color polo, yellow on top of black, with the word "SECURITY" in 4" letters across the back. See attached photo for an example. There should also be a warm-weather option that utilizes the same look. Please confirm your ability to provide this exact uniform.
  - RMC Events agrees to the uniform described above and provided in the visual example.
  - RMC Events will provide a short sleeve option for warm weather as well as a "cold-gear" optional item for underneath (turtleneck, under armor style piece).
  - RMC Events will provide a cold-weather jacket type (as shown in visual).
  - RMC Events will procure samples and present to VCU point of contact for approval prior to placing order for full supply.
  - RMC Events agrees to black pants, belt, and shoes.
  - RMC Events personnel will also have a, company issued, photo ID/lanyard as part of their uniform.
  - Notes:
    - RMC Events still remains prepared to ensure a more "soft" or "professional" attire for the ICA setting should VCU require/request such.
    - o RMC Events requests confirmation that VCU does/doesn't require "VCU" on this apparel.
    - RMC Events requests confirmation from VCU to place "RMC Events" logo on these apparel items (i.e. on sleeve, opposite front chest, etc.).
    - RMC Events requests confirmation from VCU for caps to be an optional apparel item worn by our personnel with RMC Events logo (i.e. winter beanie style for cold weather/outdoors, baseball style cap for warm or all weather/indoor positions).
- 5. Price Increase Requests We would request that you agree to a maximum \$.50 cent annual rate increase, or the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, whichever is less.
  - RMC Events agrees to the above price increase strategy.
  - RMC Events agrees that the pricing rates requested and agreed to in Item #1 above would be in effect for the first year of the agreement, to then be adjusted annually according to the above request by VCU to utilize a \$.50 cent or CPI-W (whichever is less) increase strategy.

Chris, we very much appreciate all the time and effort you and your committee have put into this process and are thankful for the opportunity to present these responses as a part of your BAFO process.

Of course, if there is anything else you need from us, please don't hesitate to reach out directly.

Sincerely,

Dan Schmitt

Dan Schmitt President, RMC Events

# Uniform Style



Two-toned: black & yellow with reflective tape material across chest and arms. Security (Capital Letters) printed on front breast pocket Security (Capital Letters) printed on back of shirt – at least 4 inches in height

# <u>Uniform Pants/Shoes:</u> Both - Solid black in color



# RFP - Addendum No. 2

Date: 1/11/2018

Request for Proposals:

#7816071JV

**External Security Services** 

Proposals Due: January 23, 2018 at 2:00pm

This addendum is issued to:

- 1) Extend the due date for proposals.
- 2) Add new RFP requirements.
- 3) Post answers to vendor questions received and answered during the Pre-Proposal Conference on January 9th.

# 1. EXTENSION

Deadline for proposals is extended to <u>Tuesday</u>, <u>January 23 at 2:00</u>.

# 2. ADDITIONAL RFP REQUIREMENTS

The following are required submittals and should be submitted with each Offeror's proposal:

- A. Please provide the baseline training that will be provided to security officers before they would be provided to VCU (ex: first aid, campus security officers (CSO), professionalism, etc).
- B. Addition to Section IX G: Price Proposal
  - 8. Providing the following supervisor levels:
    - a. On-site Manager (40 hours/week)
    - b. On-site Assistant Manager [same/alt shifts as Manager] (40 hours/week)
    - c. Shift Supervisor General (168 hours/week)
    - d. Shift Supervisor Housing (56 hours/week)

# 3. ANSWERS TO QUESTIONS RECEIVED

1. Are the guards unarmed?

ANSWER: Yes.

2. Does the school would like K9 services? Our company provides bomb detection as well as narcotics detection.

**ANSWER:** Not at this time. However information regarding these types of expanded programs may be presented as areas of possible future expansion.

3. What has the school paid in previous contracts for similar services?.

**ANSWER:** For 2017-2018, total services were \$2.453 million with projections for added services to raise to \$2.803 million for a full year of service. For current services, the cost was distributed as follows: Bicycles (<1%), Fixed Posts (71%), Housing (11%), ICA (2.1%), Mobile Patrol (6.9%), and Temporary Posts (8.3%).

4. Does the Department of Labor Service Contract Act Wage Determination apply to this contract?

**ANSWER:** We aren't aware of any requirements.

5. In Section G Price proposal bullets 1 and 2 are for bicycles and cars. Are these to be priced Fixed Price, or Time and Material rate based on hours worked?

ANSWER: Fixed hourly rate

6. In Section V Statement of Needs: Is this to be Fixed Price for all items listed in statement of Needs?

ANSWER: Fixed hourly rate (however, different rates can be charged per type of service provided)

7. Can you provide the current guard schedule?

**ANSWER:** The schedule is dependent on the particular assignment and time of year.

8. In Section IV Background bullet C and Section V Statement of Needs bullet point C: Academic and Commercial Building 1900 hours per week during school year and 1300 hours per week during breaks are needed for Academic buildings, can you specify which buildings/sites require 8, 12, and 24 hours respectively?

ANSWER: Subject to change. Total coverage needs are what need to be met.

9. For the special event requirement, it is assumed this will be a time and materials rate, is this correct?

ANSWER: Fixed hourly rate

10. As different events occur, such as the additional requirement for the parking garage, will you be using the special event rate? Or will we be allowed to price the additional requirement?

**ANSWER:** Pricing per type of service is allowed and should be included in the submission.

11. Will VCU provide working/office space for the contractor on the VCU campus? If so: Where is that space located? How large is the space?

**ANSWER:** One enclosed office (approximately 12x12) and two cubicles (approximately 9x9) are provided.

What, if anything (e.g. office equipment and furniture), is provided with the space?

**ANSWER:** Desks and chairs are provided at the above stations.

12. In addition to the summer and break for the Christmas holidays, are there any other periods during which fewer security staff are required (e.g. spring break)?

ANSWER: Not currently.

13. Paragraph VI. C. states that security services are provided for 16 academic buildings. Paragraph V. A. 7. c. lists 17 "academic and commercial" buildings. Of the 17 listed, two (2) appear to be commercial (IHOP and Panda Express) and three (3) are special events buildings (Kontos, McGlothlin, and the Egyptian). That leaves only twelve (12) academic buildings. Can you clarify?

**ANSWER:** The reference to 16 buildings is an error. The list included in V.A.7 is the most accurate list currently.

14. Paragraph IV. D. states that security services are provide for 14 residential sites. Paragraph V. A. 7. d. lists what appears to be only 13. Can you clarify the requirement?

ANSWER: It is 11 sites, but 14 positions as two of the residence halls requires two security officers at all times.

- 15. In order to prepare a Work Plan as required by the solicitation, additional information is necessary.
  - a. Can you provide the exact number of posts at each building, the number of personnel required at each post, and the hours each post must be staffed?

**ANSWER:** Individual assignments are not necessary to determine capability to support the overall needs.

b. Can you provide the post orders for each post so that we know what the responsibilities are for each guard at each post?

**ANSWER:** Generally speaking the post orders require sitting, standing, and walking to monitor a central security desk and to provide sweeps through the building and/or event area.

16. While seven (7) modes of transport are required (four [4] vehicles and three [3] bicycles) there is only enough hours provided in paragraph 5.A.7.a. for one (1) 24/7 mobile patrol per week. Can you provide the exact days and times during which each of the seven (7) mobile patrol vehicles are to conduct random patrols?

**ANSWER:** There iare 168 hours identified per week that are divided by four mobile routes. Each mobile route operates approximately six hours each night for seven days a week. Bicycle coverage is needed for the end of term into finals period, typically the first two weeks in December, and two weeks at the end of April/beginning of May, depending on the academic calendar.

17. Are any unique uniform items or accessories required of the pedestrian and vehicular traffic control guards (e.g. reflective vests and whistles)?

ANSWER: Reflective vests and standardized uniform to match other contracted security officials.

18. In order to provide an accurate assessment of services and any recommended cost savings, can you please confirm our interpretation of the HPW specified in the RFP? Please see grid below.

ANSWER: The following chart (as submitted by the questioner) is accurate.

Date	Aug 15 to Dec 15	Jan 15 to May 15	May 15 to Aug 15	Average HPW
Weeks	17.00	17.00	13.00	
For Mobile Patrols	168.00	168.00	-	109.85
Pedestrian and vehicular traffic control	20.00	20.00	20.00	18.08
Academic and commercial buildings	1,900.00	1,900.00	1,300.00	1,567.31
Residential Housing	784.00	784.00	392.00	610.62
ICA	72.00	72.00	72.00	65.08
Total	2,944.00	2,944.00	1,784.00	2,370.92

19. In order for us to best analyze coverage required, can you please provide more detail on the seasonality of the winter and summer breaks-and how contract security deployment is impacted by these periods throughout the year?

**ANSWER:** This information is reflected in the RFP posting. In general, security deployment is reduced significantly during VCU's summer break between spring and fall terms as well as when it is closed for Winter Break (usually approximately 2 weeks)

20. We would like to align our deliverables as closely as possible to VCU's expectations, what are the current KPIs/metrics in place to determine success of services provided?

**ANSWER:** Measures of success are unique to the particular function and just beginning to be fully identified and understood as the contract security program has matured. Annually, a survey is sent to all critical stakeholders to ascertain satisfaction with services and to identify areas of improvement. This is the primary annual measurement tool. Additional factors are below:

Mobile Patrols – Number of high visibility stops (~6/hour), total mileage, reported incidents Pedestrian/Vehicular Traffic Control – Timeliness, lack of negative reports from the public Academic and Commercial Buildings – Timeliness, lack of negative reports from building managers, compliance with post orders

Residential Housing – Timeliness, lack of negative reports from housing staff, number of breaches (~0) Institute for Contemporary Art – Timeliness, lack of negative reports from building manager, compliance with Post Orders.

21. What are challenges VCU currently has with security?

ANSWER: Timeliness, professionalism (attitude and appearance), post order compliance

22. What is your typical open post % for fall and spring semester 2017?

ANSWER: Unknown. Current provider has never not filled a position when required.

23. Does the current provider have a SWaM partner? If so, can you provide the partner information and what percentage of business does the SWaM provide?

ANSWER: No they do not.

24. How many HPW of short/no notice (less than 48 Hours' notice) were requested in the past 12 months?

ANSWER: Approximately 2 per month.

25. Can you please give us a percentage of the current provider's turnover rate for the past 12 months?

**ANSWER:** Unknown. VCU expects all posts to be covered.

26. Can you please confirm that the offeror will provide (4) marked vehicles at their own expense?

ANSWER: Yes. Currently the four vehicles have co-branded decals.

27. For fuel purposes, can you provide the annual average mileage for each of the vehicles?

ANSWER: Unknown. The paths required are broken into four areas as follows:

Vehicle 1	Jefferson St. Deck
	Grace and Laurel Parking Deck (IHOP)
	Franklin and Shafer
	Franklin and Laurel
	Grace and Shafer
	Broad and Shafer
	Broad and Mumford
Vehicle 2	Cary St. Deck
	Floyd and Cathedral
	Cary and Linden
	Main and Linden
	Main and Harrison
	Floyd and Linden
	Academic Learning Commons
Vehicle 3	Main St. Deck
	Main and Monroe
	Main and Pine
	Laurel and Cathedral
	Cary and Belvidere
Vehicle 4	N Deck, Tompkins Library, Q Lot, D Deck, A Lot, Gateway Circle, The Doorways
VCU Map	https://maps.vcu.edu/index.html

28. Can you please provide the incumbent current wage rates?

**ANSWER:** No. As the guards/security officers are employees of the hired company, wages vary based skills, experience, and business need. We are not requiring that RFP Offerors disclose wage information.

29. Will the security provider be required to provide an on-site, dedicated/single point account manager? If so, will the contractor be able to bill the client for this position?

**ANSWER:** Yes. It is expected that there will be one on-site manager and one assistant manager. Additionally, a supervisor position must be filled 24/7 for "daily" operations and another supervisor from 12 am to 8 am to support operations in Residence Halls.

30. Can you please describe the expectations and desired duties of the single point of contact for the management of this account?

**ANSWER:** From a VCU perspective, the on-site manager is responsible for scheduling for all sites, investigating issues, client engagement (ex: building managers), uniform and equipment distribution and maintenance. All in all, this person would be the primary contact for operational needs, changes, adjustments, etc.

31. Since this will have a significant impact on pricing, is it the goal of VCU to grandfather tenure of the incumbent staff for vacation and other fringe benefits? If so, can VCU provide date-of-hire information?

ANSWER: No, as the guards/security officers are employees of the hired company.

32. Will you be specifying wages before submission of pricing?

ANSWER: Wages should be determined by the Offeror on their own as part of their price structure.

33. Can you give an estimate (or historical info from past years) on how many special event coverage hours you might be needing on an annual basis?

ANSWER: Approximately 400-600 hours.

34. What are your payment terms?

ANSWER: Net 30 upon receipt of invoice

35. Is co-branding required on uniforms?

ANSWER: No

36. Are bicycle officers required to be specially trained for bicycle work?

ANSWER: No. Bicycle officers are intended for visual deterrence, no tactical requirements.

37. How long does the background check process take? Is there a cost associated with it?

ANSWER: Only a few days. No cost.

38. Are specialized uniforms required?

ANSWER: Uniforms should clearly indicate the presence of a security officer, and should be clean and tidy.

39. Is specialized training required?

**ANSWER:** If VCU requires specialized training during the course of the contract, vendor may bill VCU for the training time.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour <u>or</u> attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Name of Firm		
Signature/Title		
Date		



### RFP - Addendum No. 1

Date: 1/4/18

**Request for Proposals:** 

#7816071JV

**External Security Services** 

Proposals Due: January 19, 2018 at 2:00pm

This addendum is issued to:

Reschedule the Pre-Proposal Conference originally scheduled for Jan. 5<sup>th</sup>. New Pre-Proposal Conference information is as follows:

An optional pre-proposal conference will be held:

Tuesday, January 9th at 3:00pm

Location:

**VCU Procurement Services** 

912 West Grace St.

5th Floor Conference Room

Richmond, VA 23284

For directions and paid parking information visit:

https://parking.vcu.edu/parking/

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to jwvandyck@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

# "Dial-In" numbers:

866-842-5779 (United States and Canada)

832-445-3763 (International)

# Conference Code:

#8291055716, Enter when prompted followed by the # sign



# **Request for Proposals**

# VIRGINIA COMMONWEALTH UNIVERSITY REQUEST FOR PROPOSALS (RFP) #7816071JV

**Issue Date:** December 11, 2017

Title: External Security Services

Issuing and Using Agency: Virginia Commonwealth University (VCU)

**Direct Inquiries to:** Josh Van Dyck, Associate Director of Procurement

jwvandyck@vcu.edu

Proposal Due Date (Firm): January 19, 2017

2:00 PM EST

Proposal Delivery Addresses: VCL

Procurement Services - Proposal Processing

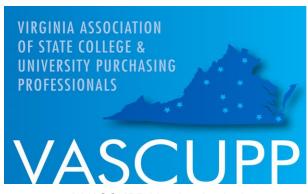
912 W. Grace Street, 5th Floor

Richmond, VA 23284

Note: Do not send via US Mail.

Access to Solicitation: This solicitation and any addenda are posted and may be

accessed at any time at: http://www.eva.virginia.gov



A VASCUPP Member Institution

# VIRGINIA COMMONWEALTH UNIVERSITY REQUEST FOR PROPOSALS (RFP) EXTERNAL SECURITY SERVICES #7816071JV

# **OFFER FORM**

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. Signature below constitutes acknowledgement of all information contained through links referenced herein.

A. GENERAL INFORMATION:		
Name & Address of Firm:		
	Date:	
Zip Code	Name Typed:	
E-Mail Address:		
Telephone: () Toll free, if available	Fax Number: ()	
	i oli tree, it avallable	
DUNS NO.:	FEI/FIN NO.:	
B. SMALL, MINORITY & WOMAN OWNED BUSINESS	INFORMATION	
MINORITY-OWNED BUSINESS: ( ) YES ( ) NO WC REGISTERED WITH eVA: ( ) YES ( ) NO SM VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO VIR	ALL BUSINESS: ( ) YES (	) NO
C. PROPRIETARY OR CONFIDENTIAL INFORMATION	I	
Check the box to the left "if" your proposal contains propr	rietary or confidential information.	See Paragraph X for more
If so, add an attachment sheet to this form with detail	ls.	information
D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge solicitation. See Paragraph VIII for more information		hat may have been issued under this

Affix this Form as the FIRST PAGE of your proposal.

Addendum #

Addendum #

Addendum Date

Addendum Date

Addendum #

Addendum #

Addendum Date

Addendum Date

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### I. PURPOSE

A. The intent and purpose of this Request for Proposals (RFP) is to establish a contract with a qualified source (or sources) for External Security Services for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as "the University" or "VCU"), an agency of the Commonwealth of Virginia.

<u>Term:</u> The initial contract term shall be five (5) years, with up to three (3) one (1) year renewal options, to be executed upon mutual written agreement of both parties.

B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

### II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 216 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, and 28 graduate and professional programs are ranked among the best in the nation in U.S. News & World Report's "America's Best Graduate Schools," including the No. 1 ranked sculpture and nurse anesthesia programs. As one of the nation's top research universities, VCU attracts more than \$255 million a year in sponsored research funding.

VCU Medical Center is one of the nation's leading and Central Virginia's only academic medical center. It includes the 865-bed MCV Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician-faculty, and the health sciences schools of VCU.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The university and its medical center are the largest-single employer in the Richmond area, with more than 18,650 employees, including almost 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be \$3.6 billion in annual spending that supports 43,705 jobs.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball's run to the Final Four in 2011.

#### III. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 10:00 am on January 5th at:

VCU Procurement Services 912 West Grace St. 5th Floor Conference Room Richmond, VA 23284

#### For directions and paid parking information visit:

https://parking.vcu.edu/parking/

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to **jwvandyck@vcu.edu** prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

• "Dial-In" numbers:

866-842-5779 (United States and Canada) 832-445-3763 (International)

- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- "Dial-In" at the scheduled date and time.

#### IV. <u>BACKGROUND</u>

A. VCU has utilized External security services since the fall 2012 semester to provide increased visibility through the strategic deployment of mobile security vehicles in a defined core campus geography of VCU; to provide scheduled special event security coverage; and to provide scheduled post security services to various buildings around campus.

B. Contracted security personnel are not empowered to make arrests or carry firearms; however, they assist uniformed VCU Police in a variety of ways, providing added visibility within the community. Security personnel oversee building security at various buildings (see C – E below for more detail). They are responsible for checking faculty, staff and student identification, signing in visitors and conducting property checks of campus buildings. Security personnel also provide assistance with pedestrian and vehicular traffic control in prioritized areas in and around the two Richmond campuses and may be requested for unexpected/unplanned special events (ex: community gatherings). During high priority academic periods (ex: final exam periods), VCU utilizes high visibility security officers at

strategic locations; they were deployed on-foot or bicycle. Security personnel are in contact with VCU Police via radio communications or through the campus ERTS phones.

- C. On a scheduled basis, security services are provided for sixteen (16) VCU academic buildings from mid-August through early December and again from mid-January to mid-May each academic year. Similarly, security services are provided to eight (8) buildings from mid-May through mid-August each summer. These building coverages are for site specific times, but typically ran for eight (8), twelve (12), or twenty-four (24) hours per day. For the fall and spring periods, the total hours per week of coverage totals 1,900 hours; the summer hours total 1,300 hours per week.
- D. On a scheduled basis, security services are provided for VCU's Residence Life & Housing's (RLH) fourteen (14) residential sites on a year round basis to perform desk operations and security services. This coverage is provided daily from midnight to 8 a.m. during the academic year and on a modified schedule during breaks for an approximate total of 35,000 annual hours.
- E. On a scheduled basis and for special events, security services are provided to VCU's Institute for Contemporary Art (ICA). The scheduled services include approximately 72 hours of coverage from Tuesday to Saturday throughout the full year for an approximate total of 3,700 annual hours.
- F. As needed, security services representatives will receive specialized training and may be expected to wear specialized uniforms.
- G. VCU intends to use the contract resulting from this RFP beginning with the end of the spring 2018 semester (May 13, 2018).
- H. Due to volume of work needed, VCU may decide to award to multiple vendors, at VCU's sole discretion, in order to split the workload between multiple firms.

#### V. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

#### A. External Security Services

- 1. Offeror shall provide uniformed security officers with four (4) marked vehicles with high visibility lights to randomly patrol a defined geography within the core VCU campus. High visibility lights should be flashing yellow roof mounted lights and the vehicles should also be equipped with alley lights that produce white high intensity lighting.
- 2. Offeror shall provide uniformed security officers with no less than three (3) marked bicycles with high visibility lights to randomly patrol a defined geography within the core VCU campus. Uniform required black pants/ high visibility yellow shirts and jackets with SECURITY on the back of the apparel.
- 3. Service shall include equipment for security officers: uniforms, vehicles and/or bicycles with agreed upon signage indicating VCU and Security. Radios will be provided by VCU Police to each security work station and/or location.
- 4. Offeror shall provide weekly written reports of activity to agency.

- 5. Company shall designate a single point of contact for the management of this account.
- 6. Company shall provide necessary technology to ensure that roving patrol assignments are being completed as requested. This shall include quality control measures that ensure that the highest level of customer service is being provided to the VCU community.
- 7. Company shall be able to minimally provide the following staffing coverage levels:
  - a. For mobile patrols:
    - 168 staffing hours per week from on/about August 15 to December 15
    - 168 staffing hours per week from on/about January 15 to May 15
      - These hours are projected to be divided approximately 3:1 between the Monroe Park Campus and the MCV Campus
      - One security operator will be needed per vehicle used in this function.
  - b. For pedestrian and vehicular traffic control:
    - 20 staffing hours per week from on/about July 1 to June 30 (full year)
    - These hours are project to serve in a crosswalk on campus between VCU's Cabell Library and Student Commons.
    - One security operator will be needed to support this function.
  - c. For academic and commercial buildings:
    - 1,900 staffing hours per week from on/about August 15 to December 15
    - 1,900 staffing hours per week from on/about January 15 to May 15
    - 1,300 staffing hours per week from on/about May 15 to August 15
    - These hours are projected to serve the School of Engineering (West), Snead Hall, Fine Arts Building, Trani Life Science, Cabell Library, Depot Center, North Lombardy, Thompkins-McCaw Library, Shafer Dining, Panda Express, IHOP, Sanger Hall, VMI Building, School of Dentistry, and special events at Kontos Medical Sciences Building, McGlothlin Medical Education Center, and the Egyptian Building.
    - Cabell Library will require two security operators for all library operating hours. All other assignments only require one security operator per shift.
  - d. For residential housing:
    - 784 staffing hours per week from on/about August 15 to December 15
    - 784 staffing hours per week from on/about January 15 to May 15
    - 392 staffing hours per week from on/about May 15 to August 15 and during academic breaks
    - These hours are projected to serve Ackell Residence Center, Brandt Hall, Broad and Belvidere, Cabaniss Hall, Cary & Belvidere, Gladding Residence

Center III, Grace & Broad (Phase 1&2), The Honors College, Johnson Hall, Rhoads Hall, West Grace North, West Grace South, and the Gladding Residence Center.

- These hours are projected to occur between 12 am and 8 am and will only require one security operator per location per shift.
- e. For Institute for Contemporary Art (ICA):
  - 72 staffing hours per week from July 1 to June 30 (full year)
  - These hours will all occur at the ICA and will only require one security operator.
- 8. Offeror shall be able to provide special event coverage when given forty-eight (48) hours or more notice, for any length of time, but can charge a minimum of two (2) hours.
- 9. Offeror shall be able to provide regular staff coverage for new and/or expanded areas (ex: VCU Parking Decks, etc) that do not currently utilize security services.
- 10. Offeror shall be able to provide staff that can provide both basic and elevated functions within a given site and/or assignment. This distinction can include required education, skills, experience, and/or appearance dependent on need on a given assignment.

#### VI. THE REQUEST FOR PROPOSALS PROCESS – GENERAL

- A. <u>Written Proposals</u>: To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. <u>Physical Delivery Required</u>: As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. <u>Initial Evaluation and Oral Presentations</u>: Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. <u>Discussions/Negotiations</u>, <u>Final Offers and Selection</u>: Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

#### VII. PREPARATION OF WRITTEN PROPOSALS - GENERAL

- A. Offerors shall submit:
  - 1. **Required Forms**: The following forms must be completed and returned with the proposal
    - a) The Offer Form on Page 2 of the RFP

- b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
- c) Fully completed Appendix II.
- d) All forms must be executed by an official representative of the Offeror.

#### 2. Hard Copy and Electronic Copy of Entire Proposal

- a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, <u>and</u>
- b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

#### VIII. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

om:		
Name of Contractor	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code +4	RFP Title	
Name of Contract/Purchase Officer or Buyer:		

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

#### IX. PROPOSAL RESPONSE FORMAT

#### A. <u>Gen</u>eral

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities.

Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

#### B. <u>Introduction</u>

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

#### C. Oualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

#### D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

#### E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

#### F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

- 1. <u>General</u> This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
- 2. <u>Deliverables</u> Fully describe all of the deliverables to be submitted under the proposed contract.
- 3. <u>Work Schedule/Timeline</u> Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
- 4. <u>Outcomes and Performance Measurement</u> Describe the impacts/outcomes offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
- 5. Overall Risk Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
- 6. Other Provide any other information the Offeror deems relevant to describing the work plan.
- 7. <u>Small, Women-Owned and Minority-Owned (SWaM) Business Commitment</u> Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and

Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

8. <u>Exceptions</u>: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

#### G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

#### Offeror should provide pricing for:

- 1. Providing staff with four (4) vehicles for increased visibility on the Monroe Park and MCV Campuses between the hours of 08:00 pm and 02:00 am daily.
- 2. Providing staff with three (3) bicycles for increased visibility on the Monroe Park and MCV Campuses between the hours of 08:00 pm and 02:00 am daily.
- 3. Any discount offered if both vehicle and bicycle security services are contracted.
- 4. All staffing hours for post security as projected in Section VII, "Statement of Needs".
- 5. Special event pricing for staffing that is not specifically listed under Section VII, "Statement of Needs".
- 6. Short/no notice staffing that is not specifically listed under Section VII, "Statement of Needs."
- 7. Holiday pricing for staffing coverage at any listed or special coverage areas.

#### X. <u>SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):</u>

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Offerors must submit complete Appendix I (see section XIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

<u>Use of Subcontractors:</u> If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority. The Offeror's response must include a description of which

portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

#### **SWaM REPORTING AND DELIVERY REQUIREMENTS:**

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University Procurement Services Office Attn: SWaM Coordinator 912 W. Grace Street, POB 980327 Richmond, VA 23284

Email: <a href="mailto:swamreporting@vcu.edu">swamreporting@vcu.edu</a>

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

#### XI. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

#### XII. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

#### XIII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

- 1. Clearly denote on the outside of the proposal that it contains proprietary information.
- 2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
- 3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that its entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

#### XIV. LATE PROPOSALS

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

#### XV. **QUESTIONS AND EXPLANATIONS TO OFFERORS**

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: January 10, 2017.

#### XVI. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications includes; but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet may result in the rejection of the proposal from the non-compliant offeror.

#### XVII. ORAL PRESENTATIONS

A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or

elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations

B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

#### XVIII. <u>BEST AND FINAL OFFERS (BAFO):</u>

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

#### **XIX. QUALIFICATIONS OF OFFERORS:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

#### XX. <u>CANCELLATION OF SOLICITATION</u>

The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

#### XXI. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

#### **EVALUATION CRITERIA**

Qualifications and Experience	30%
Methodology/Approach	30%
Pricing Schedule	30%
SWaM Status/Utilization*	10%

<sup>\*</sup>Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).

#### XXII. AWARD OF CONTRACT

A. 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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.

- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- D. Should the Commonwealth 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- E. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at http://www.eva.virginia.gov for a minimum of 10 days.

#### XXIII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://procurement.vcu.edu/ or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they 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 Section 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 religion, 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, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the Contractor agrees as follows:
- a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation

or disability or any other basis prohibited by state law related 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 these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their 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 their 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.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the 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 goods or services purchased or acquired by the Commonwealth of Virginia under said contract
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

#### J. PAYMENT:

- 1. To Prime Contractor:
- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

#### 2. To Subcontractors:

- a. Contractor awarded a contract under this solicitation is hereby obligated:
- (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
- (2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.
- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions

and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute

resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:
- 1. Worker's Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- 2. Employers Liability \$100,000.

- 3. Commercial General Liability \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- 4. Automobile Liability \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at http://www.eva.virginia.gov for a minimum of 10 days.
- V. DRUG-FREE WORKPLACE: 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 violation 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. 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, 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.
- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. As applicable, federal law requires compliance with the following for all federal government contracts:
- 1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
- 2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to <a href="eVA-catalog-manager@dgs.virginia.gov">eVA-catalog-manager@dgs.virginia.gov</a>.

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the con-trol, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is af-forded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bring-ing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this con-tract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services Virginia Commonwealth University 912 West Grace, 5th Floor Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at http://www.eva.virginia.gov.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

#### XXIV. SPECIAL TERMS AND CONDITIONS

- A. <u>ADVERTISING</u>: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. <u>CANCELLATION OF CONTRACT</u>: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. <u>CONTRACTOR LICENSE REQUIREMENT</u>: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the services specified.

Contractor Name:	
Subcontractor Name:	
License#	Type:

- D. <u>SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS</u>: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- E. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- F. <u>INSPECTION OF JOB SITE</u>: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- G. <u>PRIME CONTRACTOR RESPONSIBILITIES</u>: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- H. <u>RENEWAL OF CONTRACT</u>: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for up to three (3) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 Below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
  - 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer

Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

I. <u>SECURITY LICENSE</u>: In accordance with § 9-183.3 of the *Code of Virginia* (1950), the Offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a proposal. The Offeror shall place their license number in the space provided below:

	Private Security Services	Business License Number:	
--	---------------------------	--------------------------	--

For assistance, Offerors may contact the Department of Criminal Justice Services at (804) 786-0460.

- J. <u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. <u>POLICY OF EQUAL EMPLOYMENT</u>: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- L. <u>ADDITIONAL USERS OF CONTRACT</u>: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

#### M. GRAMM-LEACH-BLILEY ACT:

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

#### N. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations. <a href="http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf">http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf</a> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

#### O. IDENTIFICATION CARDS:

All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <a href="http://vcucard.vcu.edu/myid.html">http://vcucard.vcu.edu/myid.html</a>. Contractor's employees must wear their VCU identification when they are on VCU property.

#### XXV. ATTACHMENTS:

**Appendix I: SwaM Form** – Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women and Minorities:

http://documents.procurement.vcu.edu/purchasing/pdf docs/forms/RFP Website Link Appendix 1.pdf

#### **Appendix II: Invoicing and Payment:**

http://documents.procurement.vcu.edu/purchasing/pdf docs/forms/RFP Website Link Appendix 2.pdf

**Appendix III: Exceptions** – see below.

#### **Appendix III:**

#### **Exceptions**

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION

#### VIRGINIA COMMONWEALTH UNIVERSITY REQUEST FOR PROPOSALS (RFP) EXTERNAL SECURITY SERVICES #7816071JV

#### **OFFER FORM**

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. Signature below constitutes acknowledgement of all information contained through links referenced herein.

A. GENERAL INFORMATION:				
Name & Address of Firm:	, ,			
RMC EVENTS, INC.	Date: 1/21/20	18		
3700 WEST END DR.	By (Signature In Ink):	An Shurs		
HENRICO, VAZip Code 23294	Name Typed:	S SCHMITT		
E-Mail Address: DANERMCEVENTS. COM	Title: PRESIS	ENT		
Telephone: (804 353-7621 x 206	Fax Number: (804) 35:	3-7626		
Toll free, if available DUNS NO.: 133358882	Toll free, if available FEI/FIN NO.: 54	-1973953		
B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION				
MINORITY-OWNED BUSINESS: ( ) YES NO WOMEN-OWNED: ( ) YES ( ) NO REGISTERED WITH eVA: YES ( ) NO VIRGINIA DSBSD CERTIFICED: (X) YES ( ) NO VIRGINIA DSBSD CERTIFICATION#: 655589				
C. PROPRIETARY OR CONFIDENTIAL INFORMATION				
Check the box to the left "if" your proposal contains proprie		See Paragraph X for more		
If so, add an attachment sheet to this form with details.				
D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation. See Paragraph VIII for more information				
Addendum #	Addendum #			
Addendum Date / / 4 / 18	Addendum Date /	1		

Affix this Form as the FIRST PAGE of your proposal.

Addendum #

Addendum Date

2

111/18

Addendum #

Addendum Date

Private Security Services Business License #: 11-3291

# An External Security Services Proposal (#7816071JV) For:



**RFP Document:** 

RFP #: 7816071

**External Security Services** 

**Submitted to:** 

Josh Van Dyck

VCU - Associate Director of Procurement

3700 West End Drive, Henrico, Virginia, 23294

912 W. Grace Street, 5<sup>th</sup> Floor Richmond, Virginia 23284-0327 Email: jwvandyck@VCU.edu

Closing/Due Date:

Tuesday, January 23rd, 2018

by 2:00pm

Submitted by:

RMC Events, Inc.

804-353-7621

Fed ID#:

54-1973953

DCIS #: 11-3291

SWaM DSBSD #:

655589

Contact:

Dan Schmitt, President Dan@RMCEvents.com

Private Security Services Business License #: 11-3291

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### **Virginia's Premier Event Staffing Company**

Private Security Services Business License #: 11-3291

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### Virginia's Premier Event Staffing Company

Private Security Services Business License #: 11-3291

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Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



## **INTRODUCTION**

As you will see from the documents enclosed in this proposal, RMC Events has extensive experience & expertise in providing high level External Security Services. Beyond that, we have the immediate capacity to effectively meet and exceed the requirements of this RFP at and above the current best practices standards within our industry.

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 colleges, universities, & private entities, and document our available resources that will assist us in the continuation of our long-standing, successful partnership with Virginia Commonwealth University.

We are extremely proud of our ability to work with each of our clients and build an approach to External Security Services that we <u>BOTH</u> are comfortable with. We don't simply attempt to institute a set "game plan" at our client's facilities. We collaborate with each client and develop a strong, positive relationship that works for all parties.

Each client needs are different and we recognize that.

Throughout our 18+ years of providing quality External Security Services staff to our partners, we feel that we are uniquely positioned to provide:

- Increased security visibility & community engagement through vehicle, foot, & bicycle patrols
- Scheduled special event security coverage
- Scheduled residential and commercial post security coverage to various static locations around campus

## R.M.C. Events, Inc. Introduction

### **Background Information and Organizational Structure**

		0		0	
RMC	exi fol	sting ca	Il positioned to be a terrific par pacity to fulfill the requirement pages, we will provide a summ I highlight the qualifications of	nts of this RF nary of our co	P upon award. On the
	RM	C Event	s was founded in 1999 and has	a consistent	record of growth
	RM	C Event	s currently has 33 Front Office	Staff Member	ers
			es currently has the following recurity services staff (all staff ha	· ·	
	Lice	nse):			
			TIDEWATER	150+ Staff	
			RICHMOND	900+ Staff	
			CHARLOTTESVILLE		450+ Staff
			UVA AMBASSADOR PROG	RAM	85+ Staff
			HARRISONBURG		150+
			ROANOKE/BLACKSBURG	75+	
		RMC Events operates around the clock, 24/7, for 365 days a year. We have staff on our client's sites at all hours of the day and night, including weekends and holidays.			
		Our '	office hours" are M-F from 9ar	m – 5pm. (6p	Wednesdays)
		Our Account Managers & Directors are available to our staff and clients 24/7 thru a couple avenues:  RMC Events 24 hour "On-Duty" phone. Our staff can dial this number at any time "after office hours" to contact our FT Account Managers.			
		□ 100% of our Account Manager staff are equipped with an Apple			
			iPhone that allows them to be	_	

Our Account Managers are equipped with laptops and a cloud

computing environment allowing them 24/7/365 access to the RMC

their clients at any time.

Events data network from ANY location.

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## R.M.C. Events, Inc. Introduction

## Background Information and Organizational Structure Continued

- □ Richmond Office (Corporate Headquarters)
   □ Richmond RMC Events Office Physical Location
   □ 3700 West End Drive, Henrico, VA 23294
   □ Charlottesville Office
   □ This office and staff would be available in a support role
   □ Charlottesville RMC Events Regional Office Physical Location
   □ 943 Glenwood Station Lane Suite 140 Charlottesville, VA 229091
   □ Charlottesville Ambassador Office
   □ This office and staff would be available in a support role
   □ Charlottesville Ambassador Office Physical Location
   □ 1413 University Avenue Charlottesville, VA 22903
- Over 900+of our 1800+ plus staff members are based within our Richmond region. Additionally, another nearly 900 staff members and supervisors would be available from surrounding regions making us the most responsive possible provider in the Commonwealth, the east coast, and arguably the country.
- With our Corporate HQ also located in the Richmond region, our corporate Business and HR Departments operate daily within this "home" market. This enables us to very quickly meet the needs of our clients in these two areas, including in the areas of invoicing/estimates, personnel recruitment, training, scheduling, and compliance.

Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



## Qualifications of the Firm

#### Qualifications of the Firm

## Number, Type, and Years of Service to Comparable Clients RMC Events provides event staffing & external security services at an extremely wide variety of

RMC Events provides event staffing & external security services at an extremely wide variety of facilities & institutions, each of which enables us to be well prepared to be a terrific partner who SHARES information with our clients to best assist them in their day to day security decisions. Some of these facilities & institutions are listed below with beginning dates of service:

#### **College & Universities Partners**

External Security Services are currently provided at the below institutions at their athletic events, entertainment events, graduations, building/facility protection, fire watches, etc.

•	Virginia State University	Beginning DOS: 2008
•	Christopher Newport University	Beginning DOS: 2011
•	William & Mary College	Beginning DOS: 2002
•	Virginia Commonwealth University	Beginning DOS: 2000
•	University of Richmond	Beginning DOS: 2001
•	University of Virginia	Beginning DOS: 1999
•	Radford University	Beginning DOS: 2010
•	Roanoke College	Beginning DOS: 2011
•	Randolph Macon College	Beginning DOS: 2003
•	James Madison University	Beginning DOS: 2008
•	Hamden-Sydney College	Beginning DOS: 2013
•	Mary Washington University	Beginning DOS: 2013
•	Hampton University	Beginning DOS: 2017
•	Richard Bland College	Beginning DOS: 2015

#### **Private Partners**

External Security Services are currently provided for the below clients at their facilities & events.

External security services are currently provided for the seron chemical at their facilities at events.					
Fairs, Festivals, & Concert Series					
State Fair of Virginia & Meadow Event Park	The Field Day of the Past	Fauquier County Fair	Prince William County Fair		
Rockingham County Fair	The Richmond Folk Festival	Innsbrook After Hours	Friday Cheers at Brown s Island		
Firefly Music Festival	Celebrate Virginia	Broad Appetit	The 2 <sup>nd</sup> Street Festival		
Major Sporting Events & Entertainment Venues					
NASCAR at Richmond Intl Raceway	NASCAR at Martinsville Speedway	NASCAR at Darlington Raceway	Richmond Marathon & Monument Ave. 10K		
Richmond Flying Squirrels	LPGA @ Kingsmill & Dominion Classic Senior PGA	UCI World Championships	The Altria Theater & Dominion Arts Center		
Kings Dominion	The Boars Head Inn & Resort	The Richmond Coliseum	John Paul Jones Arena		

#### Qualifications of the Firm

#### Similar Scope of Coverage as VCU Bid #7816071JV

#### **Example 1- UVA Ambassador Program**

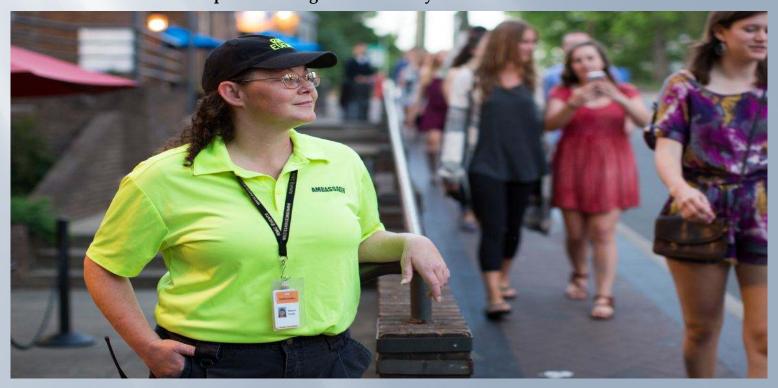
RMC Events partnered with the University of Virginia Police Department (UPD) beginning in January of 2016 to provide 24/7/365 Ambassador coverage throughout Grounds (residential & academic areas) and a geographic area just outside of Grounds located in the City of Charlottesville. This Program was created to provide a high level of community & student engagement through high visibility to promote a safer area for individuals that live, work, & recreate in the patrol boundaries of the Program.

Ambassadors patrol via foot, bike, and vehicle. In addition to being additional eyes and ears for UPD and CPD, Ambassadors also provide walking escorts. In the Summer of 2016, RMC also was contracted by UVA Parking and Transportation to provide a complete service of drivers/dispatchers for the Safe Ride Program that provides after hours van transportation to students.

#### 24/7/365 Staffing Levels:

	,, —	
0630-1630 Shift	1600-2400 Shift	2300-0700 Shift
2 Lawn Ambassadors	2 Lawn Ambassadors	2 Lawn Ambassadors
1 Shift Supervisor	6 Corner Ambassadors	13 Corner Ambassadors
	8 Dorm Ambassadors	8 Dorm Ambassadors
	1 Command Position	1 Command Position
	3 Shift Supervisors	3 Shift Supervisors

24hrs Reception Coverage-Public Safety Substation- UVA Corner



#### Qualifications of the Firm

### Similar Scope of Coverage as VCU Bid #7816071JV

#### **Example 2- Tidewater Region**

RMC Events currently partners with the College of William & Mary and Christopher Newport University to provide external security services at many of their campus facilities similar to those needed in this proposal at VCU.

#### College of William & Mary

#### **Swem Library**

- Verify/check ID's of those entering the library after 2200.
- Patrol library to ensure college policy & procedures are being followed.
- Perform a count per floor per hour.
- Emergency response

#### **Business School**

- Lock classrooms
- Patrol building to ensure college policy & procedures are being followed.
- Emergency response

#### **Landrum Storage Facility**

- Verify/check ID's to allow access into facility
- Enforce guidelines of what students could and could not store during breaks
- Access/perimeter control

#### **Residential & Academic Facilities**

- Numerous security posts inside dorms verifying/checking ID for access whenever the electronic system goes off line.
- Perform numerous fire watches when dorm/academic fire detection system goes off line.
- Monitor any subcontractors when they are performing work inside of a dorm.

#### **Christopher Newport University**

#### **Trible Library**

- Patrol library to ensure college policy & procedures are being followed.
- Report any issues observed to library administration.
- Perform a count every 15mins.
- Emergency response

#### **Ferguson Center**

- · Lock & unlock classrooms
- Patrol building to ensure college policy & procedures are being followed.
- Report any issues observed to building administration
- Sweep and secure building at 2400
- Emergency response

#### **Residential & Academic Facilities**

- Numerous security posts inside dorms verifying/checking ID for access whenever the electronic system goes off line.
- Report any issues observed to building residential and academic administration
- Perform numerous fire watches when dorm/academic fire detection system goes off line.
- Monitor any subcontractors when they are performing work inside of a dorm.
- Emergency response

#### Qualifications of the Firm

### Similar Scope of Coverage as VCU Bid #7816071JV Example 3- Charlottesville Region

RMC Events currently partners with the University of Virginia and the University of Virginia Medical Center to provide external security services at many of their campus & hospital facilities similar to those needed in this proposal at VCU.

#### **University of Virginia**

#### Rotunda

- Greet all visitors and ensure only credentialed access to certain areas of the facility
- Patrol Rotunda to ensure college policy & procedures are being followed.
- Emergency response

#### Fralin Art Museum

- Patrol museum to ensure college policy & procedures are being followed.
- Provide guard service during private functions.
- Provide asset protection & monitoring
- Emergency response

#### John Paul Jones Arena

- Verify/check ID's to allow access into facility
- Monitor CCTV systems
- Process all deliveries/receivables
- Access/perimeter control

#### Alumni Hall

- Patrol venue to ensure college policy & procedures are being followed.
- Provide guard service during private functions.
- Provide asset protection & monitoring
- Emergency response

#### **Residential & Academic Facilities**

 Perform numerous fire watches when dorm/academic building fire detection system goes off line.

#### **University of Virginia Medical Center**

#### Main Hospital

- Patrol hospital to ensure hospital policy & procedures are being followed.
- · Perform bed counts in ER.
- Provide metal detection services when hospital goes on lock down
- Report any issues observed to hospital administration
- Provide access control to the newborn floor and provide security screening
- Emergency response

#### Pinn Hall

- Patrol building to ensure hospital policy & procedures are being followed.
- Provide security staff during donor & community events
- Sweep and secure building at the conclusion of events
- Report any issues observed to facility administration
- Emergency response

#### Lee Street & 12th Street Parking Garages

- Perform roaming security patrols.
- Access monitoring for garage entries
- Report any issues observed to parking & transportation administration
- Cash/credit card operations for exit
- Directional assistance & pedestrian control

### R.M.C. Events, Inc. Qualifications of the Firm

### Additional Certifications and Licenses Held

Below, please find information regarding additional certifications and licenses held by RMC Events and our key management staff.

### **RMC Events License Information**

FED ID #: 54-1973953

SWaM DSBSD #: 655589
VA SCC License: 0538548-9
VA DCJS Security License: 11-3291
VA DCJS Training School: 88-1317

### **Additional Certifications**

### **ALL Front Office Event Management Staff**

FEMA ICS-100, ICS-200, NIMS-700, and IS-15

### **DCJS Compliance Officers**

Linda Schmitt

### **DCJS Subject Matter Specialists**

- Dan Schmitt
- Marc Sartori

### **DCJS General Instructors**

- Linda Schmitt
- CT Moulton
- Bob Palkovics
- RJ Clark
- Scott Brown
- Tom Gallemore

### Risk Management Training (Dept. Homeland Security)

- Dan Schmitt
- Marc Sartori
- Shawn Jacobson

## R.M.C. EVENTS, INC.

Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



### Qualifications of the Staff

### R.M.C. Events, Inc.

### Qualifications of the Staff

### **Management Team Full Contact List**

#### **Charlottesville Office**

943 Glenwood Station Lane, Suite 104 Charlottesville Virginia 22901

Phone: 434.984.7622 Fax: 434.984.2689

#### **Richmond Office**

3700 West End Drive Henrico, Virginia 23294 Phone: 804.353.7621 Fax: 804.353.7626

#### **UVA Ambassador Office**

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

<b>Business Operations</b>	Title	Email	Ext
Dan Schmitt	President	Dan@RMCEvents.com	
Sharon Schmitt	CFO / Executive Dir. of Business Operations	Sharon@RMCEvents.com	
Lynn Tinerella	Executive Assistant	Lynn@RMCEvents.com	x201
Stephanie Sult	Business Operations Manager	Stephanie@RMCEvents.com	x210
Dylan Gordon	Business Operations Coordinator	Dylan@RMCEvents.com	x220
Cynthia Monroe	Richmond Office Manager	Cynthia@RMCEvents.com	x208
Margaret Moore	Richmond Office Manager	Margaret@RMCEvents.com	x200
Human Resources	Title	Email	<u>Ext</u>
Linda Schmitt	Executive Director of Human Resources	Linda@RMCEvents.com	
Trace Wilson	Administrative & Communications Coordinator	Trace@RMCEvents.com	X219
Stacie Gordon	HR Manager – External Operations	Stacie@RMCEvents.com	x217
Stephanie Nix	Recruiting Coordinator	SNix@RMCEvents.com	
Bob Palkovics	HR Manager – Training & Staff Performance	Palko@RMCEvents.com	x215
CT Moulton	Training and Staff Performance Coordinator	CTMoulton@RMCEvents.com	
Michelle Heishman	HR Manager – Internal Operations	Michelle@RMCEvents.com	x202
Stacy Gravely	Employee Relations Coordinator	SGravely@RMCEvents.com	X218
Human Resources - General	HR General Email: HR@RMCEvents.com	Applications: Jobs@RMCEvents.com	
Operations / Logistics	Title	Email	<u>Ext</u>
Sam Langley	Operations / Logistics Manager	Sam@RMCEvents.com	x207
John Von Herbulis	Operations / Logistics Coordinator	JPV@RMCEvents.com	
Eastern Virginia Event Ops	Title	Email	<u>Ext</u>
Marc Sartori	Regional Director - Eastern VA Event Operations	Marc@RMCEvents.com	x211
Angie Stubblefield	Administrative Coordinator – Eastern Event Ops.	Angie@RMCEvents.com	X216
Brett Rothell	Account / Event Manager - Tidewater	Brett@RMCEvents.com	
Greg Stubblefield	Account / Event Manager	Greg@RMCEvents.com	x214
JB Gulak	Account / Event Manager	JB@RMCEvents.com	x209
Rich Reynolds	Account / Event Manager	Rich@RMCEvents.com	x212
Western Virginia Event Ops	Title	Email	<u>Ext</u>
Patrick Estes	Regional Director – Western VA Event Operations	Patrick@RMCEvents.com	x402
Rachel Moynihan	Office Manager / Scheduling Coordinator	CVFrontDesk@RMCEvents.com	X400
Morgan Mescan	Account / Event Manager	Morgan@RMCEvents.com	x404
Patrick Flower	Account / Event Manager	Pflower@RMCEvents.com	x401
Justin Dillon	Account / Event Manager	Justin@RMCEvents.com	x405
Peter McCann	Account / Event Manager – SW Virginia	Peter@RMCEvents.com	
Ambassador Programs	Title	Email	Ext
Shawn Jacobson	Reg.Dir.–Ambassador Programs & Special Projects	Jacobson@RMCEvents.com	x403
Jerry Leon	UVA Ambassador Program Coordinator	Jerry@RMCEvents.com	x407
Command / Reception	UVA Ambassador Program- Command/Reception	Command x408 Reception x406	

### R.M.C. Events, Inc. Qualifications of the Staff

### **Management Team Details**

#### Dan Schmitt, President

Responsible for Booking, Contracts, Client Development

**Board Affiliations** 

- Former Chairman Virginia Private Security Services Advisory Board (DCJS)
- Commissioner Capital Region Airport Commission
- President Glen Allen Youth Athletic Association
- Board Member Virginia Association of Fairs
- Board Member- VHSL Foundation

Marketing/Operations Manager, Richmond Coliseum (May 1996-1998)

Founded RMC Events (April 1999 – present)

DCJS Subject Matter Specialist

**DHS Risk Management Training** 

2017 Henrico County Community Leader of the Year

### Shawn Jacobson, Regional Director - Ambassador Programs & Special Projects

Oversees ALL Ambassador Programs development, execution, training, & activities. Ground up build

Drove a \$3.5mil business growth in past two years

Oversees major and special/marquee projects

Extensive DHS Risk Management, FEMA, & ICS Training

12+ years of management & leadership experience within RMC

### **Sharon Schmitt, CFO & Executive Director of Business Operations**

Responsible for ALL Business Operations including insurance, payroll, invoicing, fleet operations, banking, contracts, accounting, end of the year reporting etc.

Treasurer-Glenn Allen Youth Athletic Association

Member- Henrico County Schools Principals Advisory Committee

Accounting Department, Pepsi Arena, Albany NY (1994-1997)

Accounting Manager, Richmond Coliseum, Richmond, VA (1997-1999)

VP / CFO, RMC Events (April 1999 - present)

## R.M.C. Events, Inc. Qualifications of the Staff

### **Management Team Details-Continued**

#### Linda Schmitt, Executive Director of Human Resources

Responsible for ALL Human Resource related items including recruiting, hiring, training, staff and supervisor development, and compliance.

Director of Human Resources, RMC Events (2005 - present)

DCJS Compliance Officer & General Instructor

#### Marc Sartori, Regional Director - Central and Eastern VA

Oversees ALL event activity and staff in our Central & Eastern Virginia Region

Covers our markets in: Tidewater, Richmond, as well as the New River Valley

Vice Chairman - VCU Center for Sports Leadership Alumni Board

DCJS Subject Matter Specialist

Sport Event Risk Management Training

#### Patrick Estes, Director of Event Operations- Charlottesville

Oversees ALL event activity and staff in our Western Virginia Region

Account Manager for UVA Athletics & John Paul Jones Arena

Covers our markets in: Charlottesville and Harrisonburg

9+ years law enforcement experience - Santa Clara, CA

Coordinated law enforcement efforts for Super Bowl 50

### Sam Langley, Operations / Logistics Manager

Coordinates all equipment procurement, inventory, and maintenance

25+ years experience in Regional EMS leadership roles

10 years experience as Co-Coordinator of EMS operations for Richmond NASCAR events

Developer of Richmond International Raceways Guest Services Program

10 years experience as Operations Manager for Cedarfield retirement community

### **Bob Palkovics, HR Manager-Training and Staff Performance**

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)

### R.M.C. EVENTS, INC.

Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



References

### R.M.C. Events, Inc.

#### References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education or similarly-sized organizations.

### **Comparable References**

#### **UNIVERSITY OF VIRGINIA**

Ambassador Program Chief Michael Gibson, Chief of Police 434-924-7166 phone mag3u@virginia.edu

### **CHARLOTTESVILLE REGION**

UVA Medical Center LT. Christopher Easton, Police Lieutenant 434-806-4103 cgeaston@virginia.edu

UVA Office of the President- Major Events Pamela Higgins, Director of Major Events 434-982-3099 apw6h@virginia.edu@virginia.edu

### **TIDEWATER REGION**

University of Richmond Chief David McCoy, Chief of Police 804-289-8718 dmccoy2@Richmond.edu

Christopher Newport University Captain Scott Austin, Police Captain 757-594-7053 baustin@cnu.edu

## R.M.C. EVENTS, INC.

Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



Work Plan

### An Overview and Understanding of the Scope of Work

The scope of services requested in this RFP are fully understood by RMC Events. From our 1<sup>st</sup> day of operation in 1999, our organization has been focused on providing quality personnel & experienced management to our clients. In every single thing we do, including our recruiting, hiring, and training process, we are focused on providing the most personable customer service orientated, well-trained staff possible. As you will see throughout this proposal, we are uniquely suited to be a quality partner.

In fully understanding the scope of services in this RFP, RMC Events is well positioned to be the best choice for several reasons. Below are a few points to support this belief:

- Our personnel are trained to specifically perform external security services while always keeping customer service in mind. ALL RMC staff have successfully obtained a DCJS O1E Unarmed Security License.
- RMC Events is a financially sound organization with nearly two decades of proven growth and steady fiscal management.
- With 3 regional offices and staff already on hand in every major market in the state, RMC Events has demonstrated our ability to implement operations immediately and accurately
- We provide services to over 200+ facilities and venues within the Commonwealth and regularly bring those experiences and that knowledge base back to our clients.

### **Vehicular Patrols**

We understand the importance and measurable visible security a vehicular based patrol can provide. We currently operate several vehicle patrols for various clients. Our vehicles are clearly marked with full body reflective lettering. All patrol vehicles are equipped with high visibility roof mounted LED light bar packages that have multi light modes including flashing, wig-wag, pattern, static marker, etc all amber in color. All light bars are also equipped with highly visible white LED alley lights. These light bars are hardwired in the vehicles for dependability.



- Staff operating these vehicles go through a through driving records check.
- We understand the importance of varying the patrol route within all patrol zones.
- Vehicles provided will be white late-model and may be cross branded with VCU.
- Vehicles, insurance, maintenance, gas, etc. costs will be provided by RMC Events.
- Vehicles can be lettered to fit the desired verbiage dictated by VCU (above vehicle is a existing sample only)

### **Bicycle Patrols**

We understand the importance and measurable visible security a bicycle based patrol can provide. This method of patrol provides contact opportunities for community outreach/engagement that is not afforded by vehicle patrols. We currently operate bike patrols within the UVA Ambassador Program. We have developed our own in-house bicycle training and require all bike patrol staff to successfully pass this 8hr training that consists of:

- 4hrs of cone courses consisting of ten individual courses
- 4hr patrol ride where we test on proper signaling, riding techniques, group riding, & endurance.
- Training is conducted by a retired bike master instructor for Henrico County PD.

We currently own thirteen police style patrol bikes that consist of 9 Fuji Code One's and 4 Trek Marlin 9's. All bikes have the following accessories:

- Highly visible 120lumen LED headlights
- Highly visible solar flare taillights
- Highly visible wig-wag amber "pursuit" LED lights
- Saddle bags that can be marked "security"





### **Staff Uniforms**

We understand the importance of providing a clean, crisp, and consistent uniform. This not only provides for an inviting engagement with the community, but provides that we remain uniform compliant with DCJS standards. All staff will be issued the following:

- Highly visible performance grade polo shirts that will be lettered with whatever is agreed upon by VCU and RMC.
- Highly visible 3-1 Icon jackets that will be lettered with whatever is agreed upon by VCU and RMC.
- Multiple hats consisting of a baseball style cap and a winter skull cap lettered with RMC Events.
- RMC photo identification badge
- LED flashlights with belt holder
- Specialized equipment based on specific duties assigned (bike helmet, whistle, medical glove pouch, radio ear piece, etc)

Staff will be instructed to provide their own pants and shoes. Pants must be black tactical style khakis or shorts. Shoes must be black and can be boots or sneakers.

Uniforms below are a current sample only.



## R.M.C. Events, Inc. Work Plan 1- General Communication Methods

We understand the importance of having staff be able to accurately and quickly communicate with supervisors and or first responders. As a result we find the best template to utilize is to operate a Command Center during all operational times. This position would:

- Document all radio traffic to be able to provide an account of services provided in order to provide the most detailed reporting mechanism possible.
- Monitor communication from staff in the field when first responder help is needed & make telephone/radio call to ECC.
- Be an immediate & centralized resource for staff in the field when they need assistance in providing directions, business/building hours, etc.
- Create a Command Log (See appendix- pgs. 56-58 for an example) that would give the complete summary of that particular shift.

  This information can be provided to VCU if needed/requested.



All staff will be issued a Motorola CPD (digital) 200 radio when out in the field, which will be provided by RMC Events for internal communication and communication with the Command Center. These radios will all have speaker mics that allow for ear pieces (RMC provided) to be utilized so radio traffic is not broadcast in real time to any passersby's.

\*\* We understand from the RFP that VCU has provided radios previously.

While we are fully prepared to operate in this set protocol, we have identified this as a possible efficiency item. \*\*

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### **Communication Methods-** Continued

### **Occurrence Logs**

Staff will be required to complete an Occurrence Log (see appendix- pgs. 59-60 for an example) throughout the duration of their shift. This log provides an account of services provided by that staff member.

### **Incident Reports**

Staff will be required to complete an Incident report See appendix-pgs. 61-62 for an example) when directed by their shift supervisor. This through report is utilized in medical, fire, or police involved incidents.

### **Highlight Logs**

We will provide VCU PD (or their designee) with a daily Highlight Log that will outline any notable incidents/occurrences from the previous day's shifts. This log will be emailed. These logs serve several key functions:

- Provide accurate information that was captured by our staff
- Provide accountability for us to show we are providing the services we are contracted to provide
- Make sure everyone has the most accurate information regarding incidents and services provided.

An example of such dog is provided in the appendix pgs. 63-65. This log is a filtered Highlight Log from the UVA Ambassador Program.

### **Weekly Meetings**

In order to have a successful partnership, constant communication between the Account Manager and VCU is key. We would like to implement a standing weekly meeting that can be utilized to discuss the previous weeks activity and actively plan the current weeks activities. Information sharing is key during these meeting.

### Communication Methods-Continued

### **Internal Communications Technology Use**

- We are proud of our enhancements to the way in which we communicate with our nearly 2,000 staff members on a daily basis with regard to many items, including scheduling, industry alerts, weather updates, facility information, and training opportunities.
- First, we have recently re-vamped our website to make it more user friendly as well as mobile-compatible. Our new site is updated daily and now includes a "What's Trending" section for our staff to stay current on industry issues as well as an archived section where they can retrieve older posts, and other shared training material.
- Secondly, our staff email system has continued to be fine-tuned and we are now able to target specific staff by area/region, job classification, and or other defined skill set. These enhancements have proven to be extremely valuable for us in communicating with a particular subset of our personnel when a particular need arises or based on arequest in a particular geographic location.
- Lastly, we've incorporated a Mobile App for our staff which enables us to communicate directly to their phones and "pop up" alerts regarding shift information, additional work opportunities, weather/venue alerts, etc. With this new tool, we are able to communicate with staff geographically down to a distinct location allowing us to "speak with" an entire region of staff or just the staff within a certain area at that time. This has been a terrific tool for both our office and event staff. It's also come in extremely handy to our clients on occasion when a message needed to be shared with all staff working on-site at that time.
- Each of these improvements in the use of available technology furthers strengthens our claim that we maintain laser-focus on being a strong provider for our clients thru our "Best Practice Approach"

### R.M.C. Events, Inc. Work Plan 2- Deliverables

### **Staffing Coverage Levels**

We understand the complete scope of coverage this bid would require RMC to provide at BOTH VCU Campuses:

- Highly visible patrolling in designations assigned by VCU Police. These patrols could be on foot, on bike, or vehicle based.
- Scheduled special event security coverage (maybe unexpected/unplanned with limited notice)
- Scheduled post security services to various buildings around campus (varied number of buildings based on school being in/out of session). Academic buildings, residence halls, ICA, etc.
  - Property checks
  - Verifying faculty, staff, & student identifications
  - Signing in/out visitors
  - Desk operations
- Pedestrian and vehicular traffic control in prioritized areas

We understand that there will be a decline in coverage needed during times school is not in session.

We understand and would be ready to provide additional regular staff coverage for any expanded and/or new areas (ex. VCU parking decks)

We understand the fluidity of providing the above coverage levels and that is where a great partnership can truly be put to use. We will work with the Police Department to adjust our coverage levels as needed while providing the same level of customer service and attention to detail that this contract would necessitate.

### R.M.C. Events, Inc. Work Plan 2- Deliverables

### **Staffing Coverage Levels Specifics**

We understand the complete scope of coverage this bid would require, as outlined in the previous page, the following specific eight key categories of service:

1) Post security in VCU academic & commercial buildings including School of Engineering (West), Snead Hall, Fine Arts Building, Trani Life Science, Depot Center, North Lombardy, Thompkins-McCaw Library, Shafer Dining, Panda Express, IHOP, Sanger Hall, VMI Building, School of Dentistry, & special events aKontos Medical Sciences Building, McGlothlin Medical Education Center, and the Egyptian Building. Coverage will also be provided at Cabell Library with two external security staff during all operating hours.

May 15<sup>th</sup>-August 15<sup>th</sup> Est. 1,330 weekly staffing hours August 15<sup>th</sup>-December 15<sup>th</sup> Est. 1,900 weekly staffing hours January 15<sup>th</sup>-May 15<sup>th</sup> Est. 1,900 weekly staffing hours

2) Post Security in eleven (11) VCU residential housing units including Ackell Residence Center, Brandt Hall, Broad & Belvidere, Cabaniss Hall, Cary & Belvidere, Gladding Residence Center III, Grace & Broad (Phase 1&2), The Honors College, Johnson Hall, Rhoads Hall, West Grace North & South. Fourteen (14) external security services staff will be required for these eleven residential housing units.

School in session weeks Est. 784 weekly staffing hours School NOT in session weeks Est. 392 weekly staffing hours

3) Post security for the Institute for Contemporary Arts (ICA).

Year round Tuesday-Saturday Est 72 weekly staffing hours

4) Marked vehicle patrols in four units.

August 15<sup>th</sup>-December 15<sup>th</sup> Est 168 weekly staffing hours

January 15th- May 15<sup>th</sup> Est 168 weekly staffing hours

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### R.M.C. Events, Inc. Work Plan 2- Deliverables

### Staffing Coverage Levels Specifics Continued

- 5) Bicycle Patrols with three marked units.

  Coverage for the last two weeks of each academic semester.

  Est. 2000-0200 coverage hours
- 6) Pedestrian & traffic control position between VCU's Cabell Library and Student Commons

  Year round coverage. Est 20 weekly staffing hours.
- 7) Special event coverage when given forty-eight (48) hours or more notice.
- 8) Ability to provide additional coverage for added positions such aparking decks that so not currently use external security services.



### **Immediate Action Plan**

In the next few pages, we'll layout the following:

- Recruiting Strategy, Timeline, and Methodology
- Hiring Procedures, Timeline, and Goals
- Training Plan
- RMC Resources dedicated to VCU during this process and beyond

We are confident in our abilities to execute an aggressive recruiting, hiring, and training process if awarded this contract. Further, we are fully confident in our ability to continue to establish and build a strong partnership with VCU in the successful execution of our responsibilities after the initial startup period. This is evidenced in our proven track record in a very similar situation at UVA with the Ambassador Program rollout.

With nearly 2,000 existing staff in the Commonwealth, including over 100 full time staff, we have the immediate ability to support local growth in the Richmond region with our core group of local existing staff in addition to implementing an aggressive hiring campaign. Further, we'll have the on-going ability to support VCU with our out of market resources as well.

Lastly, we have the existing infrastructure in our front office to support this growth model as well as continued service to VCU. Our Human Resources department has experience in this type of growth and our Account Manager program is designed to dedicate a full time Event Manager to this VCU account ensuring that we are in tune with the daily planning process, prepared to execute day to day, and to be a truly great partner.

### **Recruiting Proposal**

In our approach, recruiting is NOT a short-term proposition. We intend to aggressively recruit in the region early, then continue with an on-going recruiting effort to continue to attract quality candidates that can assist both RMC Events and VCU long term.

Projected Timeline: Immediately upon VCU decision

- We would immediately recruit within our existing 900+ local staff
- Meet with the local Chamber of Commerce and Workforce Development Centers. In our regular meetings, we will highlight our strong employment opportunities thru dozens of avenues to reach a wide variety of potential applicants. As a part of this process, we'll target potential candidates in the region that may have an existing VCU connection (alumni, etc.)
- We have a press release prepared, upon VCU approval, for local media to support our hiring efforts and a media contact list already prepared with over dozens of contacts in order to support our targeting hiring message.
- We have a standard paid digital & print campaign prepared and ready to execute to target other specific groups of potential candidates if necessary.
- This recruiting effort, while heavily focused on early action, will continued for months aswe continue to build our local team.
- RMC would respectively accept exploring any opportunities that exist for any current staff that VCU expressed an interest in retaining.

### **Hiring Proposal**

Similar to our recruiting efforts, our hiring strategy is heavily weighted to early action, but is built for the long term and continued hiring until our local team size is appropriate to accommodate the requests of VCU.

Projected INITIAL Timeline: February - May 2018

Projected ONGOING Timeline: May 2018 - Beyond

- We have already identified projected dates and locations for our hiring activities. These opportunities for potential candidates will occur during both weekdays and/or weeknights.
- Our recruiting campaign is designed to allow applicants to obtain, complete, and submit arRMC Events application digitally online. They will then be invited to one of several Open House/Interview sessions conducted in the region. Our company history, philosophy, and details are shared with them and 1:1 interview then occurs. Following this session and interview, successful candidates are then contacted within 24-48 hours, offered a position, and scheduled for training.
- Our immediate goals for this portion of the process are shown below:
  - Recruiting Reach goal
     Min of 12 different mediums
  - Open House/Interviews Min 100 Monthly (March & April)
    - Similar approach re-evaluated monthly May 2018-beyond
  - Hiring Offers Minimum of 40 March-April
    - Additional 40+/- in August 2018 (School year start bump up)
    - Similar approach re-evaluated monthly

### **Training Proposal**

RMC Events conducts 100% our training IN-HOUSE with our team of 6 internal instructors in our state certified training school. Our curriculum is built specifically for the Security Services industry and is recognized by the Virginia DCJS for it's strength and depth of information.

Projected INITIAL Timeline: February - May 2018

Projected ONGOING Timeline: May 2018 - Beyond

- We bring our state recognized training program to the region and train (preferably) directly within the facilities that the staff will be working. For example, if we are able to train on campus at VCU, our staff will, as a part of their training tour the patrol routes, visit facilities they will be posted, and "get a feel for the land."
- We already have training dates planned which include weekend offerings as well as weekday options. This is intended to serve both the candidate who is seeking weekday work aswell as the candidate that has a "day" job and is seeking additional part-time employment.
- Our immediate goals for this portion of the process are shown below:
  - Training Class Goal
    - Minimum of 4 Class Options in March & April 2018
  - On-Going Training Goals
    - Minimum of 1 Class Option per month beginning May 2018 as needed based on recruiting/hiring progress

### **Resource Allocation Proposal**

RMC Events doesn't intend to dip our toes in the water during this recruiting and hiring campaign. We fully intend to dedicate resources toward the initial effort AS WELL ashe on-going, daily effort to provide external security services to VCU for the long term.

### **Immediate Resources:**

- Our Human Resources will IMMEDIATELY dedicate a Full Time person to the recruiting, hiring, and training plan for this region. This individual will be in the market regularly working with the Richmond Regional Business Alliance, area Career Counseling office contacts, and other local partners to ensure our recruiting, hiring, and training efforts are on schedule and successful.
- Our Director level leadership, will be a part of this growth. Each of these individuals have valuable experience in this type of effort and their support to the early action portion of this project is vital.
- Our 2 Full-Time Operations/Logistics Managers will be a part of this process from an equipment and apparel standpoint. RMC Events will be fully equipped and ready on Day 1 to be successful at VCU.
- President hands-on support. Our president, Dan Schmitt, has been involved to this point and will continue to be involved in a hands-on way to ensure that the long term goals and values of BOTH VCU and RMC Events are met during this partnership. This IS the way RMC Events has grown over 18+ years and we know no other way.

### **Resource Allocation Proposal-** Continued

Our commitment of resources DOES NOT end after we hire dozens of new members of our team.

### **On-Going Resources:**

- Our Human Resources will continue to recruit, hire, and train in the region, just as they have been successful at doing in our other regions in the Commonwealth.
- Our Business Department will provide support to our VCU External Security Services Account Manager by handling 100% of the payroll and invoicing needs of the account.
- RMC Events will provide a Full Time Account Manager and Assistant Account Manager to the VCU External Security Services Account. We believe the selection of these individuals to be key in our success and we would welcome VC to participate in the selection process.
- Our Regional Director of Ambassador Programs & Special Operations (Shawn Jacobson) will remain hands-on in his oversight of the account and of the Account Manager assigned to this account. Shawn's experience, not only athe University of Virginia, but also from his 12 years of experience in this industry and within RMC Events will be critical to our service levels provided to VCU. This is a NO COST item to VCU.

## R.M.C. Events, Inc. Work Plan 4- Outcomes and Performance Measurement

### **Outcome Measurements- External**

The successful outcome of this contract is contingent upon the successful execution of the following:

- Providing the level of staffing required in the RFP
- Providing staff that understand the different and often fluid dynamics of working with a student body on a college campus.
- Provide a high level of engagement and interaction with all members of the VCU community
- Understanding the dynamics of working in a residence hall environment
- Providing timeliness with contracted services
- Ensuring staff are presentable/inviting not only in their professional appearance but through the execution of providing exceptional customer service
- Ensure post order compliance and adherence to all SOP's
- Constant communication &reporting between staff, shift supervisors, and a command post to be able to provide an accurate record of services provided.
- Constant communication between the Account Manager and VCU

In order for the above performance benchmarks to be met accountability and outcomes must be measurable. This will be insured by completion of the following:

- Real time tracking of staff via the command center through our own network of digital radios, rotation matrix's, and highly mobile shift supervisors.
- Use of the existing VCU survey system.
- Providing command logs, occurrence logs, incident reports, and daily highlight logs to VCU.
- Providing monthly reports on specific contact occurrences broken into categories.

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### R.M.C. Events, Inc. Work Plan 4- Outcomes and Performance Measurement

### Performance Measurements-Internal

RMC Events takes great pride in the staff that we deliver. For it is upon these quality people that we stake our reputation. Committing to a Best Practice approach to Quality Control for both our clients and our guests are of upmost importance. RMC Events takes several measures to ensure our staff members are performing at a high level. Three of these methods are:

### 1. Supervisor Hands-on Oversight

In our Supervisor Development sessions, we spend hours reviewing with our team leaders how to "coach with confidence" and "correct with kindness". We take a pro-active approach to staff performance. Our goal is to eliminate poor performance right on the spot. Our Supervisors are taught to deal with employee performance immediately and decisively. They have the full empowerment of our office to observe, address, and correct employee performance on the spot.

### 2. Employee Performance Reports & our "Catch 'em Doing it Right" Program

Account Managers and Supervisors submit Employee Performance Reports to our HR Department. Identified employees are contacted immediately with recognition of excellent performance or counseling on deficient performance. If appropriate, corrective measures or other personnel actions are taken. Again, we take an aggressive stance on performance and feel that by acknowledging superior service and addressing substandard service immediately, we provide top-quality external security services. This is displayed in our "Catch 'em Doing it Right" Program whereby ANY staff member can recognized another for superior performance. Recipients receive a gold "RMC Events" lapel pin for their uniform to recognize their outstanding service.

### 3. Employee of the Month Program

Fellow staff and clients can nominate a staff member to be considered for EOM. The entries are collected for a month and a selection committee selects a winner. The winner receives a gift card and/or a tangible gift that can be used to help in the performance of their job, and recognition on our various social media platforms. Examples of this program can be viewed here:

http://www.rmcevents.com/employee-of-the-month.html

### R.M.C. Events, Inc. Work Plan 5- Overall Risk

### **Categories of Risk**

Below we have identified areas of potential risks of this contracted services and explain how we intend to mitigate those identified risks.

### Not providing qualified staff for each position need of VCU

- All of our staff receive the same training by our own inhouse DCJS licensed training school.
- All staff are required to obtain the DCJS 01E Unarmed Security License prior to working their first shift.
- Only the most qualified staff will be hired for the services needed in this contract

### Not being able to provide the requested staffing levels dictated by VCU

- We have an existing resource of 900+ fully trained and DCJS 01E Unarmed Security staff working for us in the Richmond market.
- We have a proven track record on successful recruitment & hiring for targeted hiring goals/campaigns

### Not providing the performance level desired by VCU

- Constant communication between our Account Manager and VCU is key.
   Any performance issues that are identified will be addressed by our HR dept and immediate corrective action will be taken.
- This risk is also well mitigated through our selective hiring process and extensive training.
- Supervision by shift supervisors is also key here along with the operation of an internal command center that monitors staff at all time and ensures that all post orders are being followed.
- We never settle to be average. We always work to improve. Evidenced with our ongoing recruiting strategy outlined.

### R.M.C. Events, Inc. Work Plan 5- Overall Risk

### Categories of Risk Continued

Not understanding the different dynamics of working with a community population that includes students, faculty/staff, donors, visitors, hospital patients, etc

- Our experience and professionalism from providing identical services at other colleges/universities is key here and invaluable. We fully understand the fluid dynamics of working in such arenvironment aswe already do at VCU for the past 15 years.
- Our targeted hiring is crucial to achieve success in this area.

### Not having a balanced customer service focus while providing the prescribed security services

- Harmony between these two key functions is essential in such an environment like VCU.
- A softer approach to security services such as an Ambassador Program can have huge benefits in a setting like VCU.
- Customer service is a large part of our training and is practiced/executed on a daily basis by our staff and monitored/developed by our supervisors/managers.

### Not having a crisp, clean, presentable and inviting staff appearance

- Pre-shift briefing with a required uniform compliance check performed by the shift supervisor will ensure a clean &consistent uniform.
- We only hire staff that are customer service focused so staff "hiding" to avoid talking with people or performing their duties is not an answe with us. Constant community engagement through a highly visible patrol is our operation model.

### R.M.C. Events, Inc. Work Plan 6- Other

### **Recruitment & Hiring Strategies**

RMC Event's Best Practice approach to providing a superb level of service to each of our clients 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>Constant Staff Development</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,

hiring, and training systems. At RMC Events, we are extremely proud of our track

record in this area. First of all over 90% of our staff have been recruited to, and hired

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

	Бу	KWIC Ever	its through a referral from a current staff member. When KMC Events					
	does utilize typical recruiting methods (i.e. newspaper ads or career fairs), our							
detailed hiring process has been successful in selecting the most qualified								
candidates. Below are some of our hiring requirements:								
		Applica	nt must complete an RMC Events application					
		Applica	Applicant must successfully pass our reference check / referral check					
		Applicant must complete an interview with one of our managers						
		Applicant must attend, and pass exam for, our 18 hour security license/ compan						
		orientati	ion training class, taught by in-house instructors					
		Applicant must successfully pass fingerprint background check run thru both the						
	FBI and the Virginia State Police NCIC systems							
Applicants 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

### R.M.C. Events, Inc. Work Plan 6- Other

### **Training Strategies**

We are proud of the fact that our staff members are trained <u>in-house</u>. For the past 18 years we've owned and operated a DCJS certified training school. Our 6 instructors and 2 subject matter specialists teach the required state curriculum (legal/law, liability, etc.). This enables our staff members to have a unique grasp of both the security functions of their duties, while maintaining a strong balance of keeping "Service To The Client" in mind.

### **Our Training Regiment includes:**

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

**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

\* 01-I

4 hour In-Service Training

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

#### \* 01-S thru 03-S

4 hour Supervisor Development Training

Each of our Supervisors complete this training every year

**Typical Topics for these sessions include:** 

- Risk Management, Legal and Liability Issues
- Client and Event Confidentiality Issues
- Sexual Harassment and Ethics related considerations
- Search and Seizure and Use of Force Issues
- Conflict Management and Resolution
- Alcohol Control and Dealing with Intoxicated individuals
- Workplace Safety
- Leadership

### R.M.C. Events, Inc.

### **Training Documents are considered PROPRIETARY DOCUMENTS Training Program Documents**

- As stated earlier in this proposal, RMC Events has a strong training and development program of which we are very proud
- Our initial training program is 18 hours in length and 100% of our staff must successfully complete the course and examo begin work.
- In addition we have a specialized training curriculum that was developed exclusively for the scope of services outlined in the RFP. This curriculum has a proven track record of quality implementation and measurable impacts &results.
- Our "in-service" training occurs monthly and each staff member must successfully complete this course once every two years. This course is focused heavily on "real-life" examples and specific issues and incidents that our staff members will encounter.
- Our Supervisor Development curriculum is the capstone piece and brings a consistent approach to the management of our personnel within our client's facilities. This program currently has five (5) phases and in order to serve in a Supervisor capacity, all 5 of these phases must be successfully completed. Further, our Supervisor staff are required to renew this level of training each and every year.

To support our Proposal, we've included an executive summary of BOTH versions of our initial 01E training curriculums

Training Documents are considered PROPRIETARY DOCUMENTS These documents follow in the appendix pgs. 66-76

### R.M.C. Events, Inc.

### Work Plan

### 7- Small, Women-Owned and Minority-Owned (SWaM) Business Commitment

### **SWaM Documentation**

RMC Events DSBSD SWaM #: 655589

RMC Events (Regional Marketing Concepts, Inc.) is a DSBSD Certified business thus we have NOT completed Appendix I as stipulated in the RFP documents.

RMC Events has both the capacity, skill, and immediate resources to meet and exceed the needs of this RFP, thus we intend to utilize no subcontractors in the performance and execution of our duties.

### R.M.C. Events, Inc. Work Plan 8- Exceptions

### **Exceptions**

RMC Events has both the capacity & skill, and immediate resources to meet and exceed the needs of this RFP, thus we do not have any requested exceptions to any of the requirements and/or any of the terms and conditions stated in the RFP in Appendix III: Exceptions.

### R.M.C. EVENTS, INC.

Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



**Price Proposal** 

### R.M.C. Events, Inc. Pricing Schedule

### **Pricing Schedule**

Please see the below Price Schedule per the instructions on pg. 11 Section G of the RFP:

		YEAR 1	<b>YEAR 2-3</b>	<b>YEAR 4-5</b>				
External Security Staff:								
•	Vehicular Security Personnel	\$17.50hr	\$18.00hr	\$18.50hr				
•	Bicycle Security Personnel	\$17.50hr	\$18.00hr	\$18.50hr				
No discount offered if both vehicular & bicycle security services are contracted								
•	Post Security Personnel	\$17.50hr	\$18.00hr	\$18.50hr				
•	<b>Special Event Security Personnel</b>	\$17.50hr	\$18.00hr	\$18.50hr				
•	<b>Short/No Notice Security Personnel</b>	\$17.50hr	\$18.00hr	\$18.50hr				
•	Holiday coverage (1.5x bill rate)	\$26.25hr	\$27.00hr	\$27.75hr				
Other Pricing Items								
•	Regional Director	NO COST	NO COST	NO COST				
•	Account Manager	\$22.50hr	No Increase	No Increase				
•	Assistant Account Manager	\$20.50hr	No Increase	No Increase				
•	Shift Supervisor:	\$19.50hr	\$20.00hr	\$20.50hr				
•	Command Center	\$19.50hr	\$20.00hr	\$20.50hr				

Observed RMC Holidays include: New Year's Day, Easter, Memorial Day, July  $4^{th}$ , Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, & New Year's Eve.

Holiday coverage rate of 1.5x pricing applies to all positions outlined above.

Pricing schedule subject to negotiated adjustment should federal and/or state minimum wage legislation be enacted.

Staff compensation levels will be between \$11.50-\$22.50hr. Full-Time benefited (health care and PTO accrual after a 60 day probationary period) and part-time positions would be available to provide the coverage specified in the RFP. We also provide our staff with a structured pay-rate increase policy that rewards both tenure and performance.

## R.M.C. EVENTS, INC.

Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



### **Best Candidate Statement**

### R.M.C. Events, Inc.

#### **Best Candidate Statement**

- In closing, we simply believe that we are the best and strongest candidate for this partnership based upon our strength, flexibility, experience, readiness, and partnership approach.
- First, we are proud of our relative strength in the Commonwealth of Virginia. We are Virginia's most capable services provider and currently have a footprint that touches each corner of the Commonwealth.
- 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. Wenever seek the "same 'ole" solution to a challenge. We are constantly looking for ways to improve and set industry standards. Our clients have come to appreciate this focus.
- Third, we have 18+ years of working on collegiate campuses and understand the dynamics of working amongst a diverse student, faculty, staff, donor, & visitor population.
- Next, we feel we are best suited for this opportunity based upon our readiness. We have spent nearly two 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 33 front office staff have us positioned to accept this opportunity and succeed from Day 1. As you have seen in this proposal, we have the resources to excel in our industry, and we would be excited for this 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.

### R.M.C. Events, Inc.

### Why Partner With RMC Events?

We feel it is important to clearly state what makes RMC Events different than any of the other providers that may submit proposals for this RFP

- We are already engaged and known within the VCU culture and community since 2000 as we have provided event staff services/support for nearly 19 years.
- There is no learning curve with us with regard to these duties, including a high level of engagement, interaction, and reporting. We have the professionalism, experience, & communication skills necessary to hit the ground running from day one.
- We have the <u>existing</u> in house equipment to be able to respond to a community incident above and beyond what this proposal requested. From walk thru or hand held metal detectors to bike racks or stage barricade, we can be a complete provider and reliable resource should VCU have any emergency needs.
- We understand the dynamics of working with a student body population and have tailored our training to include the Clery Act, Title IX, and basic CIT awareness. We have a *proven* track record of this at more than 14 collegiate properties in the Commonwealth.
- We have experience working in and around residential halls. We are keenly aware of the sensitive nature of these areas and have documented, proven experience working within this realm in conjunction with both Residence Life and Safety/Security departments.
- We have the immediate ability to recruit from and utilize our existing resources in the region, including nearly 1000 fully training & DCJS O1E certified part-time staff.
- We are a SWaM certified business and will NOT have to rely on a subcontractor to fulfill this requirement.
- We will provide at <u>no cost</u> the resources, experience, and direct oversight of a Regional Director for the management/supervision of this account.
- All of our staff go through an extensive interview process which includes referral checks
  and a thorough background check by the State Police and the FBI through the
  fingerprint submission requirement of the DCJS O1E licensing process. ALL staff must
  pass this background check and pass the required training to receive their DCJS 01E
  unarmed security license PRIOR to be able to work for us.
- We have a "top tier" approach to hiring, training & deployment. This approach is based on the concept that ALL personnel are hired and trained at "top tier" levels, so that ALL staff may be deployed to ANY of the positions required and perform at a high level.
- Our desire to be a true partner with VCU rather than simply a vendor. This includes daily communication and accountability while providing measurable outcomes.

Simply stated, we firmly believe we are the most solid and best candidate for this award and would welcome the opportunity to continue to prove it.

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# R.M.C. EVENTS, INC.

Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



**TAB 9** 

Full Copy of RFP

# R.M.C. EVENTS, INC.

Private Security Services Business License #:

11-3291

# An External Security Services Proposal (#7816071JV) For:



**TAB 10** 

**RMC** Events

# **Proposal Appendix Documents**

# R.M.C. EVENTS, INC.

Private Security Services Business License #: 11-3291

# Thank You!

Dan Schmitt, President DAN@RMCEvents.com 804-353-7621 x206

www.RMCEvents.com

### **Request for Proposals**

#### VIRGINIA COMMONWEALTH UNIVERSITY REQUEST FOR PROPOSALS (RFP) #7816071JV

**Issue Date:** 

December 11, 2017

Title:

External Security Services

Issuing and Using Agency:

Virginia Commonwealth University (VCU)

Direct Inquiries to:

Josh Van Dyck, Associate Director of Procurement

jwvandyck@vcu.edu

Proposal Due Date (Firm):

January 19, 2017

2:00 PM EST

**Proposal Delivery Addresses:** 

VCU

Procurement Services - Proposal Processing

912 W. Grace Street, 5th Floor

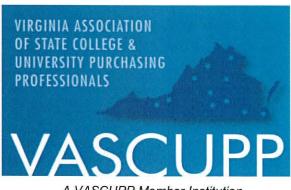
Richmond, VA 23284

Note: Do not send via US Mail.

Access to Solicitation:

This solicitation and any addenda are posted and may be

accessed at any time at: http://www.eva.virginia.gov



#### VIRGINIA COMMONWEALTH UNIVERSITY REQUEST FOR PROPOSALS (RFP) EXTERNAL SECURITY SERVICES #7816071JV

#### OFFER FORM

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. Signature below constitutes acknowledgement of all information contained through links referenced herein.

A. GENERAL INF	FORMATION:					
Name & Address of	f Firm:			/	/	
RMC	EVENTS,=	INC.	Date:	21/	2018	
	West Er		By (Signature InAnk):		Dav -	Shoul .
HENRICO, V	Zip Code_	23294	Name Typed:	SAN	1 Sens	4.55
E-Mail Address:	DANERMCE	ENTS. COM	Title:	ELID	ENT	
Telephone: ( ( ( )	353-7621	× 206	Fax Number: (804)		3-76	26
Toll free, if availab	/3335 <i>88</i>	82	Toll free, if available FEI/FIN NO.:		-1973	953
B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION						
MINORITY-OWNED BUSINESS: ( ) YES ( X NO REGISTERED WITH eVA: (X) YES ( ) NO VIRGINIA DSBSD CERTIFIED: (X) YES ( ) NO VIRGINIA DSBSD CERTIFICATION#:						
C. PROPRIETAR	Y OR CONFIDENTI	AL INFORMATION				
Check the bo	ox to the left "if" your pr	oposal contains proprie	etary or confidential inform	ation.	See Paragra	ph X for more
If so, add an attachment sheet to this form with details. information						
D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation. See Paragraph VIII for more information						
6	Addendum #	1	Addendum #			
	Addendum Date	1 1 4 1 18	Addendum Date	1	1	

Affix this Form as the FIRST PAGE of your proposal.

Addendum #

Addendum Date

2

111118

Addendum #

Addendum Date

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#### I. PURPOSE

A. The intent and purpose of this Request for Proposals (RFP) is to establish a contract with a qualified source (or sources) for External Security Services for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as "the University" or "VCU"), an agency of the Commonwealth of Virginia.

<u>Term:</u> The initial contract term shall be five (5) years, with up to three (3) one (1) year renewal options, to be executed upon mutual written agreement of both parties.

B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

#### II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 216 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, and 28 graduate and professional programs are ranked among the best in the nation in U.S. News & World Report's "America's Best Graduate Schools," including the No. 1 ranked sculpture and nurse anesthesia programs. As one of the nation's top research universities, VCU attracts more than \$255 million a year in sponsored research funding.

VCU Medical Center is one of the nation's leading and Central Virginia's only academic medical center. It includes the 865-bed MCV Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician-faculty, and the health sciences schools of VCU.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The university and its medical center are the largest-single employer in the Richmond area, with more than 18,650 employees, including almost 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be \$3.6 billion in annual spending that supports 43,705 jobs.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball's run to the Final Four in 2011.

#### III. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 10:00 am on January 5th at:

VCU Procurement Services 912 West Grace St. 5th Floor Conference Room Richmond, VA 23284

#### For directions and paid parking information visit:

https://parking.vcu.edu/parking/

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to <code>jwvandyck@vcu.edu</code> prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- "Dial-In" numbers:
  - 866-842-5779 (United States and Canada) 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- "Dial-In" at the scheduled date and time.

#### IV. BACKGROUND

- A. VCU has utilized External security services since the fall 2012 semester to provide increased visibility through the strategic deployment of mobile security vehicles in a defined core campus geography of VCU; to provide scheduled special event security coverage; and to provide scheduled post security services to various buildings around campus.
- B. Contracted security personnel are not empowered to make arrests or carry firearms; however, they assist uniformed VCU Police in a variety of ways, providing added visibility within the community. Security personnel oversee building security at various buildings (see C E below for more detail). They are responsible for checking faculty, staff and student identification, signing in visitors and conducting property checks of campus buildings. Security personnel also provide assistance with pedestrian and vehicular traffic control in prioritized areas in and around the two Richmond campuses and may be requested for unexpected/unplanned special events (ex: community gatherings). During high priority academic periods (ex: final exam periods), VCU utilizes high visibility security officers at

strategic locations; they were deployed on-foot or bicycle. Security personnel are in contact with VCU Police via radio communications or through the campus ERTS phones.

- C. On a scheduled basis, security services are provided for sixteen (16) VCU academic buildings from mid-August through early December and again from mid-January to mid-May each academic year. Similarly, security services are provided to eight (8) buildings from mid-May through mid-August each summer. These building coverages are for site specific times, but typically ran for eight (8), twelve (12), or twenty-four (24) hours per day. For the fall and spring periods, the total hours per week of coverage totals 1,900 hours; the summer hours total 1,300 hours per week.
- D. On a scheduled basis, security services are provided for VCU's Residence Life & Housing's (RLH) fourteen (14) residential sites on a year round basis to perform desk operations and security services. This coverage is provided daily from midnight to 8 a.m. during the academic year and on a modified schedule during breaks for an approximate total of 35,000 annual hours.
- E. On a scheduled basis and for special events, security services are provided to VCU's Institute for Contemporary Art (ICA). The scheduled services include approximately 72 hours of coverage from Tuesday to Saturday throughout the full year for an approximate total of 3,700 annual hours.
- F. As needed, security services representatives will receive specialized training and may be expected to wear specialized uniforms.
- G. VCU intends to use the contract resulting from this RFP beginning with the end of the spring 2018 semester (May 13, 2018).
- H. Due to volume of work needed, VCU may decide to award to multiple vendors, at VCU's sole discretion, in order to split the workload between multiple firms.

#### V. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

#### A. External Security Services

- 1. Offeror shall provide uniformed security officers with four (4) marked vehicles with high visibility lights to randomly patrol a defined geography within the core VCU campus. High visibility lights should be flashing yellow roof mounted lights and the vehicles should also be equipped with alley lights that produce white high intensity lighting.
- 2. Offeror shall provide uniformed security officers with no less than three (3) marked bicycles with high visibility lights to randomly patrol a defined geography within the core VCU campus. Uniform required black pants/ high visibility yellow shirts and jackets with SECURITY on the back of the apparel.
- 3. Service shall include equipment for security officers: uniforms, vehicles and/or bicycles with agreed upon signage indicating VCU and Security. Radios will be provided by VCU Police to each security work station and/or location.
- 4. Offeror shall provide weekly written reports of activity to agency.

- 5. Company shall designate a single point of contact for the management of this account.
- 6. Company shall provide necessary technology to ensure that roving patrol assignments are being completed as requested. This shall include quality control measures that ensure that the highest level of customer service is being provided to the VCU community.
- 7. Company shall be able to minimally provide the following staffing coverage levels:
  - a. For mobile patrols:
    - 168 staffing hours per week from on/about August 15 to December 15
    - 168 staffing hours per week from on/about January 15 to May 15
      - These hours are projected to be divided approximately 3:1 between the Monroe Park Campus and the MCV Campus
      - One security operator will be needed per vehicle used in this function.
  - b. For pedestrian and vehicular traffic control:
    - 20 staffing hours per week from on/about July 1 to June 30 (full year)
    - These hours are project to serve in a crosswalk on campus between VCU's Cabell Library and Student Commons.
    - One security operator will be needed to support this function.
  - c. For academic and commercial buildings:
    - 1,900 staffing hours per week from on/about August 15 to December 15
    - 1,900 staffing hours per week from on/about January 15 to May 15
    - 1,300 staffing hours per week from on/about May 15 to August 15
    - These hours are projected to serve the School of Engineering (West), Snead Hall, Fine Arts Building, Trani Life Science, Cabell Library, Depot Center, North Lombardy, Thompkins-McCaw Library, Shafer Dining, Panda Express, IHOP, Sanger Hall, VMI Building, School of Dentistry, and special events at Kontos Medical Sciences Building, McGlothlin Medical Education Center, and the Egyptian Building.
    - Cabell Library will require two security operators for all library operating hours. All other assignments only require one security operator per shift.
  - d. For residential housing:
    - 784 staffing hours per week from on/about August 15 to December 15
    - 784 staffing hours per week from on/about January 15 to May 15
    - 392 staffing hours per week from on/about May 15 to August 15 and during academic breaks
    - These hours are projected to serve Ackell Residence Center, Brandt Hall,
       Broad and Belvidere, Cabaniss Hall, Cary & Belvidere, Gladding Residence

Center III, Grace & Broad (Phase 1&2), The Honors College, Johnson Hall, Rhoads Hall, West Grace North, West Grace South, and the Gladding Residence Center.

- These hours are projected to occur between 12 am and 8 am and will only require one security operator per location per shift.
- e. For Institute for Contemporary Art (ICA):
  - 72 staffing hours per week from July 1 to June 30 (full year)
  - These hours will all occur at the ICA and will only require one security operator.
- 8. Offeror shall be able to provide special event coverage when given forty-eight (48) hours or more notice, for any length of time, but can charge a minimum of two (2) hours.
- 9. Offeror shall be able to provide regular staff coverage for new and/or expanded areas (ex: VCU Parking Decks, etc) that do not currently utilize security services.
- 10. Offeror shall be able to provide staff that can provide both basic and elevated functions within a given site and/or assignment. This distinction can include required education, skills, experience, and/or appearance dependent on need on a given assignment.

#### VI. THE REQUEST FOR PROPOSALS PROCESS - GENERAL

- A. <u>Written Proposals</u>: To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. <u>Physical Delivery Required</u>: As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. <u>Initial Evaluation and Oral Presentations</u>: Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. <u>Discussions/Negotiations</u>, <u>Final Offers and Selection</u>: Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

#### VII. PREPARATION OF WRITTEN PROPOSALS - GENERAL

- A. Offerors shall submit:
  - 1. **Required Forms**: The following forms must be completed and returned with the proposal
    - a) The Offer Form on Page 2 of the RFP

- b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
- c) Fully completed Appendix II.
- d) All forms must be executed by an official representative of the Offeror.

#### 2. Hard Copy and Electronic Copy of Entire Proposal

- a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, <u>and</u>
- b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

#### VIII. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

m:		
Name of Contractor	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code +4	RFP Title	
Name of Contract/Purchase Officer or Buyer:		

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

#### IX. PROPOSAL RESPONSE FORMAT

#### A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities.

Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

#### B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

#### C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

#### D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

#### E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

#### F. <u>Work Plan</u>

The Work Plan must contain a comprehensive description of services including the following elements:

- 1. <u>General</u> This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
- 2. <u>Deliverables</u> Fully describe all of the deliverables to be submitted under the proposed contract.
- 3. <u>Work Schedule/Timeline</u> Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
- 4. <u>Outcomes and Performance Measurement</u> Describe the impacts/outcomes offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
- 5. Overall Risk Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
- 6. Other Provide any other information the Offeror deems relevant to describing the work plan.
- 7. <u>Small, Women-Owned and Minority-Owned (SWaM) Business Commitment</u> Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and

Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

8. <u>Exceptions</u>: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

#### G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

#### Offeror should provide pricing for:

- 1. Providing staff with four (4) vehicles for increased visibility on the Monroe Park and MCV Campuses between the hours of 08:00 pm and 02:00 am daily.
- 2. Providing staff with three (3) bicycles for increased visibility on the Monroe Park and MCV Campuses between the hours of 08:00 pm and 02:00 am daily.
- 3. Any discount offered if both vehicle and bicycle security services are contracted.
- 4. All staffing hours for post security as projected in Section VII, "Statement of Needs".
- 5. Special event pricing for staffing that is not specifically listed under Section VII, "Statement of Needs".
- 6. Short/no notice staffing that is not specifically listed under Section VII, "Statement of Needs."
- 7. Holiday pricing for staffing coverage at any listed or special coverage areas.

#### X. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Offerors must submit complete Appendix I (see section XIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

<u>Use of Subcontractors:</u> If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority. The Offeror's response must include a description of which

portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

#### SWAM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

#### XI. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

#### XII. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

#### XIII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

- 1. Clearly denote on the outside of the proposal that it contains proprietary information.
- 2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
- 3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that its entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

#### XIV. LATE PROPOSALS

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

#### XV. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: January 10, 2017.

#### XVI. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications includes; but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet may result in the rejection of the proposal from the non-compliant offeror.

#### XVII. ORAL PRESENTATIONS

A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or

elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations

B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

#### XVIII. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

#### XIX. QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

#### XX. CANCELLATION OF SOLICITATION

The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

#### XXI. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

#### **EVALUATION CRITERIA**

Qualifications and Experience	30%
Methodology/Approach	30%
Pricing Schedule	30%
SWaM Status/Utilization*	10%

<sup>\*</sup>Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).

#### XXII. AWARD OF CONTRACT

A. 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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.

- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- D. Should the Commonwealth 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- E. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at http://www.eva.virginia.gov for a minimum of 10 days.

#### XXIII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://procurement.vcu.edu/ or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they 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 Section 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 religion, 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, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the Contractor agrees as follows:
- a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation

or disability or any other basis prohibited by state law related 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 these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their 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 their 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.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the 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 goods or services purchased or acquired by the Commonwealth of Virginia under said contract
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

#### J. PAYMENT:

- 1. To Prime Contractor:
- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- 2. To Subcontractors:
- a. Contractor awarded a contract under this solicitation is hereby obligated:
- (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
- (2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.
- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions

and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute

resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:
- 1. Worker's Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- 2. Employers Liability \$100,000.

- 3. Commercial General Liability \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- 4. Automobile Liability \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at http://www.eva.virginia.gov for a minimum of 10 days.
- V. DRUG-FREE WORKPLACE: 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 violation 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. 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, 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.
- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. As applicable, federal law requires compliance with the following for all federal government contracts:
- 1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
- 2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalogmanager@dgs.virginia.gov.

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the con-trol, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is af-forded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bring-ing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this con-tract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:
Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at http://www.eva.virginia.gov.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

#### XXIV. SPECIAL TERMS AND CONDITIONS

- A. <u>ADVERTISING</u>: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. <u>CANCELLATION OF CONTRACT</u>: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. <u>CONTRACTOR LICENSE REQUIREMENT</u>: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the services specified.

Contractor Name:	RMC EVENTS, INC.	
Subcontractor Name:		
License# 11-3291	Type: VA DCJS	

- D. <u>SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS</u>: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- E. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- F. <u>INSPECTION OF JOB SITE</u>: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- G. <u>PRIME CONTRACTOR RESPONSIBILITIES</u>: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- H. <u>RENEWAL OF CONTRACT</u>: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for up to three (3) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 Below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
  - 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer

Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

I. <u>SECURITY LICENSE</u>: In accordance with § 9-183.3 of the *Code of Virginia* (1950), the Offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a proposal. The Offeror shall place their license number in the space provided below:

Private Security Services Business License Number: 11-3291

For assistance, Offerors may contact the Department of Criminal Justice Services at (804) 786-0460.

- J. <u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. <u>POLICY OF EQUAL EMPLOYMENT</u>: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- L. <u>ADDITIONAL USERS OF CONTRACT</u>: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

#### M. <u>GRAMM-LEACH-BLILEY ACT</u>:

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

#### N. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations. <a href="http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf">http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf</a> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

#### O. IDENTIFICATION CARDS:

All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <a href="http://vcucard.vcu.edu/myid.html">http://vcucard.vcu.edu/myid.html</a>. Contractor's employees must wear their VCU identification when they are on VCU property.

#### XXV. ATTACHMENTS:

**Appendix I: SwaM Form –** Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women and Minorities:

http://documents.procurement.vcu.edu/purchasing/pdf docs/forms/RFP Website Link Appendix 1.pdf

#### Appendix II: Invoicing and Payment:

http://documents.procurement.vcu.edu/purchasing/pdf docs/forms/RFP Website Link Appendix 2.pdf

Appendix III: Exceptions - see below.

#### APPENDIX I

### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

#### **Definitions**

- Small business is a business that is at least 51% 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 average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- Women-owned business is a business that is at least 51% 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% of the equity ownership interest is owned by one or more women who are citizens
  of the United States or legal resident aliens, and both the management and daily business operations are
  controlled by one or more women.
- Minority-owned business is 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, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual**: "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "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.

# BUSINESSES OWNED BY MINORITIES \*\*A PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN \*\*BUSINESSES OWNED BY MINORITIES \*\*A PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SW aM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM-certified to these subcontract	tracting Plan: In the space below, please describe the areas in which you plan to utilize businesses as subcontractors. Please be specific as to what types of goods and/or services ctors will provide during the performance of the contract. If currently known, please list the tified subcontractors you plan to utilize.
<del></del>	
-	
	r utilization of DSBSD SWaM Businesses: of total contract amount that will be performed by DSBSD certified SWaM businesses.
<del></del>	vidual responsible for submitting SWaM reporting information to VCU:
Name Printed:	
Email:	
Phone:	
Firm:	
	nds and acknowledges that the subcontracting plan above represents a contractual commitment by ure to achieve the percentage commitment will be considered a breach of contract and may result lt.
Acknowledged:	
By (Signature):	
Name Printed:	
Title:	
Title: Email:	

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <a href="https://www.sbsd.virginia.gov/certification-division/">https://www.sbsd.virginia.gov/certification-division/</a>) to fulfill the Offeror's commitment for utilization.

### APPENDIX II INVOICING AND PAYMENT

#### Invoicing:

The Contractor shall submit a fully itemized invoice to <u>Virginia Commonwealth University</u>, <u>Accounts Payable and Support Services</u>, <u>Box 980327</u>, <u>Richmond</u>, <u>VA 23298-0327</u>, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

#### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

#### **Payment Methods**

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <a href="http://treasury.vcu.edu/banking/vendor-ach/">http://treasury.vcu.edu/banking/vendor-ach/</a>.

Contractor must indicate the me	ethod of payment selected:
Commercial C	Card Payment (Wells Fargo VISA)
Automated CI	earing House (ACH)
Invoicing and Payment Method	Acknowledgement:
Signature: Name Printed: Title: Name of Firm: Date:	DAN SCHMITT  PRESIDENT  RMC EVENTS  1/21/2018
appropriate point of contact	contact information for the individual who will serve as the within your company to be contacted by VCU Accounts lectronic invoicing and payment processes:
Name of the individual: Title: Mailing address:	SHARON SCHMITT CFO/VP 3700 WEST END DR.
Email address: Phone number: Fax number:	3700 WEST END DR.  HENRICO, VA 23294  SHARON ERMCEVENTS. COM  804-353-7621 x 205  804-353-7626
rax number.	801-353-1626

#### Appendix III:

#### **Exceptions**

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
	None
None.	IV
N°	
	ti .

RFP - Addendum No. 1

Date: 1/4/18

Request for Proposals:

#7816071JV

**External Security Services** 

Proposals Due: January 19, 2018 at 2:00pm

This addendum is issued to:

Reschedule the Pre-Proposal Conference originally scheduled for Jan. 5<sup>th</sup>. New Pre-Proposal Conference information is as follows:

An optional pre-proposal conference will be held:

Tuesday, January 9th at 3:00pm

Location:

**VCU Procurement Services** 

912 West Grace St.

5th Floor Conference Room

Richmond, VA 23284

For directions and paid parking information visit:

https://parking.vcu.edu/parking/

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to jwvandyck@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

### "Dial-In" numbers:

866-842-5779 (United States and Canada)

832-445-3763 (International)

### Conference Code:

#8291055716, Enter when prompted followed by the # sign

RFP - Addendum No. 2

Date: 1/11/2018

Request for Proposals:

#7816071JV

**External Security Services** 

Proposals Due: January 23, 2018 at 2:00pm

This addendum is issued to:

- 1) Extend the due date for proposals.
- 2) Add new RFP requirements.
- Post answers to vendor questions received and answered during the Pre-Proposal Conference on January 9th.

### 1. EXTENSION

Deadline for proposals is extended to Tuesday, January 23 at 2:00.

### 2. ADDITIONAL RFP REQUIREMENTS

The following are required submittals and should be submitted with each Offeror's proposal:

- A. Please provide the baseline training that will be provided to security officers before they would be provided to VCU (ex: first aid, campus security officers (CSO), professionalism, etc).
- B. Addition to Section IX G: Price Proposal
  - 8. Providing the following supervisor levels:
    - a. On-site Manager (40 hours/week)
    - b. On-site Assistant Manager [same/alt shifts as Manager] (40 hours/week)
    - c. Shift Supervisor General (168 hours/week)
    - d. Shift Supervisor Housing (56 hours/week)

#### 3. ANSWERS TO QUESTIONS RECEIVED

1. Are the guards unarmed?

ANSWER: Yes.

Does the school would like K9 services? Our company provides bomb detection as well as narcotics detection.

**ANSWER:** Not at this time. However information regarding these types of expanded programs may be presented as areas of possible future expansion.

3. What has the school paid in previous contracts for similar services?.

**ANSWER:** For 2017-2018, total services were \$2.453 million with projections for added services to raise to \$2.803 million for a full year of service. For current services, the cost was distributed as follows: Bicycles (<1%), Fixed Posts (71%), Housing (11%), ICA (2.1%), Mobile Patrol (6.9%), and Temporary Posts (8.3%).

4. Does the Department of Labor Service Contract Act Wage Determination apply to this contract?

ANSWER: We aren't aware of any requirements.

5. In Section G Price proposal bullets 1 and 2 are for bicycles and cars. Are these to be priced Fixed Price, or Time and Material rate based on hours worked?

ANSWER: Fixed hourly rate

6. In Section V Statement of Needs: Is this to be Fixed Price for all items listed in statement of Needs?

ANSWER: Fixed hourly rate (however, different rates can be charged per type of service provided)

7. Can you provide the current guard schedule?

ANSWER: The schedule is dependent on the particular assignment and time of year.

8. In Section IV Background bullet C and Section V Statement of Needs bullet point C: Academic and Commercial Building 1900 hours per week during school year and 1300 hours per week during breaks are needed for Academic buildings, can you specify which buildings/sites require 8, 12, and 24 hours respectively?

ANSWER: Subject to change. Total coverage needs are what need to be met.

9. For the special event requirement, it is assumed this will be a time and materials rate, is this correct?

ANSWER: Fixed hourly rate

10. As different events occur, such as the additional requirement for the parking garage, will you be using the special event rate? Or will we be allowed to price the additional requirement?

**ANSWER:** Pricing per type of service is allowed and should be included in the submission.

11. Will VCU provide working/office space for the contractor on the VCU campus? If so: Where is that space located? How large is the space?

ANSWER: One enclosed office (approximately 12x12) and two cubicles (approximately 9x9) are provided.

What, if anything (e.g. office equipment and furniture), is provided with the space?

ANSWER: Desks and chairs are provided at the above stations.

12. In addition to the summer and break for the Christmas holidays, are there any other periods during which fewer security staff are required (e.g. spring break)?

ANSWER: Not currently.

13. Paragraph VI. C. states that security services are provided for 16 academic buildings. Paragraph V. A. 7. c. lists 17 "academic and commercial" buildings. Of the 17 listed, two (2) appear to be commercial (IHOP and Panda Express) and three (3) are special events buildings (Kontos, McGlothlin, and the Egyptian). That leaves only twelve (12) academic buildings. Can you clarify?

**ANSWER:** The reference to 16 buildings is an error. The list included in V.A.7 is the most accurate list currently.

14. Paragraph IV. D. states that security services are provide for 14 residential sites. Paragraph V. A. 7. d. lists what appears to be only 13. Can you clarify the requirement?

ANSWER: It is 11 sites, but 14 positions as two of the residence halls requires two security officers at all times.

- 15. In order to prepare a Work Plan as required by the solicitation, additional information is necessary.
  - a. Can you provide the exact number of posts at each building, the number of personnel required at each post, and the hours each post must be staffed?

ANSWER: Individual assignments are not necessary to determine capability to support the overall needs.

b. Can you provide the post orders for each post so that we know what the responsibilities are for each guard at each post?

**ANSWER:** Generally speaking the post orders require sitting, standing, and walking to monitor a central security desk and to provide sweeps through the building and/or event area.

16. While seven (7) modes of transport are required (four [4] vehicles and three [3] bicycles) there is only enough hours provided in paragraph 5.A.7.a. for one (1) 24/7 mobile patrol per week. Can you provide the exact days and times during which each of the seven (7) mobile patrol vehicles are to conduct random patrols?

**ANSWER:** There iare 168 hours identified per week that are divided by four mobile routes. Each mobile route operates approximately six hours each night for seven days a week. Bicycle coverage is needed for the end of term into finals period, typically the first two weeks in December, and two weeks at the end of April/beginning of May, depending on the academic calendar.

17. Are any unique uniform items or accessories required of the pedestrian and vehicular traffic control guards (e.g. reflective vests and whistles)?

ANSWER: Reflective vests and standardized uniform to match other contracted security officials.

18. In order to provide an accurate assessment of services and any recommended cost savings, can you please confirm our interpretation of the HPW specified in the RFP? Please see grid below.

**ANSWER:** The following chart (as submitted by the questioner) is accurate.

Date	Aug 15 to Dec 15	Jan 15 to May 15	May 15 to Aug 15	Average HPW
Weeks	17.00	17.00	13.00	
For Mobile Patrols	168.00	168.00		109.85
Pedestrian and vehicular traffic control	20.00	20.00	20.00	18.08
Academic and commercial buildings	1,900.00	1,900.00	1,300.00	1,567.31
Residential Housing	784.00	784.00	392.00	610.62
ICA	72.00	72.00	72.00	65.08
Total	2,944.00	2,944.00	1,784.00	2,370.92

19. In order for us to best analyze coverage required, can you please provide more detail on the seasonality of the winter and summer breaks-and how contract security deployment is impacted by these periods throughout the year?

**ANSWER:** This information is reflected in the RFP posting. In general, security deployment is reduced significantly during VCU's summer break between spring and fall terms as well as when it is closed for Winter Break (usually approximately 2 weeks)

20. We would like to align our deliverables as closely as possible to VCU's expectations, what are the current KPIs/metrics in place to determine success of services provided?

**ANSWER:** Measures of success are unique to the particular function and just beginning to be fully identified and understood as the contract security program has matured. Annually, a survey is sent to all critical stakeholders to ascertain satisfaction with services and to identify areas of improvement. This is the primary annual measurement tool. Additional factors are below:

Mobile Patrols – Number of high visibility stops (~6/hour), total mileage, reported incidents Pedestrian/Vehicular Traffic Control – Timeliness, lack of negative reports from the public Academic and Commercial Buildings – Timeliness, lack of negative reports from building managers, compliance with post orders

Residential Housing – Timeliness, lack of negative reports from housing staff, number of breaches (~0) Institute for Contemporary Art – Timeliness, lack of negative reports from building manager, compliance with Post Orders.

21. What are challenges VCU currently has with security?

ANSWER: Timeliness, professionalism (attitude and appearance), post order compliance

22. What is your typical open post % for fall and spring semester 2017?

ANSWER: Unknown. Current provider has never not filled a position when required.

23. Does the current provider have a SWaM partner? If so, can you provide the partner information and what percentage of business does the SWaM provide?

ANSWER: No they do not.

24. How many HPW of short/no notice (less than 48 Hours' notice) were requested in the past 12 months?

ANSWER: Approximately 2 per month.

25. Can you please give us a percentage of the current provider's turnover rate for the past 12 months?

ANSWER: Unknown. VCU expects all posts to be covered.

26. Can you please confirm that the offeror will provide (4) marked vehicles at their own expense?

ANSWER: Yes. Currently the four vehicles have co-branded decals.

27. For fuel purposes, can you provide the annual average mileage for each of the vehicles?

ANSWER: Unknown. The paths required are broken into four areas as follows:

Vehicle 1	Jefferson St. Deck
	Grace and Laurel Parking Deck (IHOP)
	Franklin and Shafer
	Franklin and Laurel
	Grace and Shafer
	Broad and Shafer
	Broad and Mumford
Vehicle 2	Cary St. Deck
	Floyd and Cathedral
	Cary and Linden
	Main and Linden
	Main and Harrison
	Floyd and Linden
	Academic Learning Commons
Vehicle 3	Main St. Deck
	Main and Monroe
	Main and Pine
	Laurel and Cathedral
	Cary and Belvidere
Vehicle 4	N Deck, Tompkins Library, Q Lot, D Deck, A Lot, Gateway Circle, The Doorways
VCU Map	https://maps.vcu.edu/index.html

28. Can you please provide the incumbent current wage rates?

**ANSWER:** No. As the guards/security officers are employees of the hired company, wages vary based skills, experience, and business need. We are not requiring that RFP Offerors disclose wage information.

29. Will the security provider be required to provide an on-site, dedicated/single point account manager? If so, will the contractor be able to bill the client for this position?

**ANSWER:** Yes. It is expected that there will be one on-site manager and one assistant manager. Additionally, a supervisor position must be filled 24/7 for "daily" operations and another supervisor from 12 am to 8 am to support operations in Residence Halls.

30. Can you please describe the expectations and desired duties of the single point of contact for the management of this account?

**ANSWER:** From a VCU perspective, the on-site manager is responsible for scheduling for all sites, investigating issues, client engagement (ex: building managers), uniform and equipment distribution and maintenance. All in all, this person would be the primary contact for operational needs, changes, adjustments, etc.

31. Since this will have a significant impact on pricing, is it the goal of VCU to grandfather tenure of the incumbent staff for vacation and other fringe benefits? If so, can VCU provide date-of-hire information?

ANSWER: No, as the guards/security officers are employees of the hired company.

32. Will you be specifying wages before submission of pricing?

ANSWER: Wages should be determined by the Offeror on their own as part of their price structure.

33. Can you give an estimate (or historical info from past years) on how many special event coverage hours you might be needing on an annual basis?

ANSWER: Approximately 400-600 hours.

34. What are your payment terms?

ANSWER: Net 30 upon receipt of invoice

35. Is co-branding required on uniforms?

ANSWER: No

36. Are bicycle officers required to be specially trained for bicycle work?

ANSWER: No. Bicycle officers are intended for visual deterrence, no tactical requirements.

37. How long does the background check process take? Is there a cost associated with it?

2018

ANSWER: Only a few days. No cost.

38. Are specialized uniforms required?

ANSWER: Uniforms should clearly indicate the presence of a security officer, and should be clean and tidy.

39. Is specialized training required?

**ANSWER:** If VCU requires specialized training during the course of the contract, vendor may bill VCU for the training time.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour <u>or</u> attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Name of Firm

Signature/Title

Date

#### **UVA Ambassador Program Command Log**

 Date:
 7-Nov-17

 Shift:
 2300 -0700

 Officer:
 100

 On Post:
 2300

 Off Post:
 0700

Command: 100 Reception: 101

Notes
Weather: Cloudy with fog. Lows in the upper 30s

0500 Radios 140 & 183 will switch for the rest of the shift

Start Temp: 40°F End Temp: 39°F General Issues/Notes: Management/Staff Lead:

Units and Posts

153 - Dorm

165 - Corner & Lawn

Ambassadors: 137- Line 12

139- Line 2

140- Line 10

141- Dorm 1 151- Dorm 2

155- Dorm 3

157- Line 3

158- Line 7

160- Dorm 4

166- Line 4

167- Lawn 1

168- Lawn 2

169- Line 8

171- Line 6

173- Line 9

180- Dorm 5

182- Line 11

183- Line 5

189- Line 1

100 Line 12

					190- Line 13								
	Time	Fr-Unit#	To-Unit#	Transmission	Outcome	Police	Med	Fire	Escort	Directions	Missing Per	Found Pro	Doc Onl
	2315	168	100	On post L1	Everything is okay - No concerns noted								1
1	2322	137	100	On post B4/B5	Everything is okay - No concerns noted								1
2	2328	183	100	On post F2/F3	Everything is okay - No concerns noted								1
- 2	2330	182	100	On post L2	Everything is okay - No concerns noted								1
1	2331	173	100	On post B2	Everything is okay - No concerns noted								1
1	2331	158	100	On post B1	Everything is okay - No concerns noted						- 4		1
- 2	2331	166	100	On post F2/F3	Everything is okay - No concerns noted								1
2	2333	189	100	On post S1	Everything is okay - No concerns noted								1
2	2333	190	100	On post B4/B5	Everything is okay - No concerns noted								1
2	2333	169	100	On post B2	Everything is okay - No concerns noted								1
2	2338	139	100	On post S2	Everything is okay - No concerns noted								1
2	2343	165	100	On post F2/F3	Everything is okay - No concerns noted								1
2	2344	157	100	On post S3	Everything is okay - No concerns noted								1
2	2345	171	100	On post S4	Everything is okay - No concerns noted								1
2	2346	167	100	On post B3 with Radio 140	Everything is okay - No concerns noted								1
2	2350	167	100	On post L2	Everything is okay - No concerns noted								1
2	2350	182	100	Leaving post L2	Everything is okay - No concerns noted								1
2	2353	155	100	On post D1	Everything is okay - No concerns noted								1
2	2353	160	100	On post D1 with Radios 141 & 180	Everything is okay - No concerns noted								1
2	2353	153	100	On post D1	Everything is okay - No concerns noted								1
2	2354	153 & 175	100	All Ambassadors have checked-in and are on post	Alerted Staff Leads that all Ambassadors are on post, and in position								1
C	0007	182	100	On post B3	Everything is okay - No concerns noted								1
0	0016	160	100	On post D2	Everything is okay - No concerns noted								1
0	0016	155	100	On post D2	Everything is okay - No concerns noted								1
0	0016	141	100	On post D2	Everything is okay - No concerns noted								1
0	0017	180	100	On post D2	Everything is okay - No concerns noted								1
0	0017	153	100	On post D2	Everything is okay - No concerns noted								1
0	0024	173	100	On post B2/B3	Everything is okay - No concerns noted								1
0	0030	165	100	Welfare checks on Radio 171 on S4 & Radio 140 on B3	All Ambassadors good to go, No concerns noted								1
0	0039	137	100	On post B2/B3	Everything is okay - No concerns noted								1
0	0040	140	100	On post F2/F3	Everything is okay - No concerns noted								1
0	0043	183	100	On post S4	Everything is okay - No concerns noted								1
0	0048	All Radios	100	BOLO: Black male, 5'10 black hair and brown eyes. Last wearing red shirt and a camo jacket. Possible armed with a knife. He is a suspect in a stabbing in Orange Country. His vehicle was found in Orange Country but he was not.	Alerted All Ambassadors, No concerns noted								1

0055	165	100	White male laying down in destress of some kind at Michael's Bistro and Taphouse (1427 University Ave, Charlottesville, VA 22903), next to CVS and Little John. This individual was wearing Blue jeans, blue jacket and a blue sweater. Also has another male with him.	0056 Called ECC. 0057 Radios 165 & 166 are standing by. 0058 Dispatched through CPD COM radio. 0100 CPD Officer arrived on scene. 0104 RS145 arrived on scene. 0111 the other white male about 5'6" with long brown hair, wearing brown jacket and army pants with him got arrested. CPD units 3190, 2977 & 3322. 0121 The male individual we called EMS for had the option of going to jail or going to the hospital, he choose to go to jail. He was arrested and put in CPD Van 3322. The scene was clear at that time as well.	1	1	4			
0058	155	100	On post D4	Everything is okay - No concerns noted						1
0059	180	100	On post D4, with Radios 141, 160 & 153	Everything is okay - No concerns noted			1			1
0100	140	100	Observed two white males possibly overbeveraged traveling up 13th St.	Everything is okay - No concerns noted		-	1			1
1		100								- 25
0101	169		On post S1	Everything is okay - No concerns noted			 			1
0102	190	100	On post B2/B3	Everything is okay - No concerns noted						1
0103	155	100	At O-Hill Dining hall and a white male said that the SafeRide Van left him	Informed 155 that SafeRide Vans will only wait 3 minutes before moving on to their next pick-up. This individual will request another SafeRide. No concerns noted						1
0104	173	100	On 1st break	Everything is okay - No concerns noted						1
0107	171	100	On post F2/F3	Everything is okay - No concerns noted						1
0107	182	100	On post B1	Everything is okay - No concerns noted				<b>!</b>		1
0107	102	100	On post bi							1
0112	171	100	Needs a Cab for an individual at Trinity Pub	Helped receptionist call a cab, No concerns noted. 0116 Cab is on there way.						1
0124	140	100	Noticed a white male and female smoking in a car	Everything is okay - No concerns noted						1
				Informed them that SafeRide is extremely busy right now and that the						
0127	169	100	Has a female asking about the wait time for SafeRide	drivers are doing their best that they can. The individual will be notified						1
DESCRIPTION OF THE PERSON OF T	2000	Participation 1	ADAGE OF PRINTED AD ADMINISTRATING ADMINISTRATION OF THE PRINTED A	when Van has arrived. No concerns noted						2000
0128	166	100	On post S4	Everything is okay - No concerns noted						1
0134	182	100	On post F2/F3						-	
				Everything is okay - No concerns noted						1
0134	141	100	On post D3, with Radios 160, 155, 180 & 153	Everything is okay - No concerns noted						1
0134	140	100	On 1st break	Everything is okay - No concerns noted						1
0135	189	100	On post B2/B3	Everything is okay - No concerns noted						1
0137	158	100	On post S2	Everything is okay - No concerns noted						1
0139	173	100	On post B2/B3	Everything is okay - No concerns noted						1
0140	190	100	On post S4	Everything is okay - No concerns noted						1
0141	137	100	On post S3	Everything is okay - No concerns noted						1
0144	139	100	On 1st break							1
0144	159	100	On 1St break	Everything is okay - No concerns noted	-			-		1
0158	173	100	Completed Shadow for a female with long black hair and light brown skin	Started at the intersection of 14th St/Wertland St. Completed at 224 14th St The Point.						1
0159	167	100	On post L1	Everything is okay - No concerns noted						1
0200	171	100	On post B2	Everything is okay - No concerns noted						1
0200	140	100	On post S1	Everything is okay - No concerns noted						1
0201	168	100	On 1st break	Everything is okay - No concerns noted						1
0209	169	100	On post F2/F3	Everything is okay - No concerns noted						1
0215	173	100	On post B4/B5	Everything is okay - No concerns noted						1
0215	189	100	On post B2	Everything is okay - No concerns noted						1
0221	183	100	On post B1	Everything is okay - No concerns noted						1
0221	157	100	On post B3	Everything is okay - No concerns noted						1
0223	140	100	White female wearing black pants getting shadowed starting at University Ave	Passed it to Radio 182, No concerns noted						1
0225	157	100	On Post S4 - Covering	Everything is okay - No concerns noted						1
0227	182	100	White female wearing black jacket and pants heading towards JPA looking overbeveraged	Everything is okay - No concerns noted						1
0228	166	100	On post B4/B5	Everything is okay - No concerns noted						1
0229	168	100	On post L1	Everything is okay - No concerns noted						1
0229	165	100	Sweeping B4/B5	Everything is okay - No concerns noted						1
0230	139	100								
0230	139	100	On post B3	Everything is okay - No concerns noted						
0234	173	100	Asked about the description of that possible overbeveraged female heading towards JPA	Gave description, No concerns noted						1
0235	140	100	Gave an updated description of that female. She is about 5 feet and has a black backpack.	Everything is okay - No concerns noted						1
0241	165	100	On post L2 & McCormick Rd	Everything is okay - No concerns noted						1
0243	155	100	On post D1	Everything is okay - No concerns noted						1
0245	160	100	On post D4	Everything is okay - No concerns noted						1
0245	180	100	On post D2	Everything is okay - No concerns noted						1
0247	139	100	At 14th & John St there is no stop sign from John St to turn onto 14th St	Everything is okay - No concerns noted						1
0250	141	100	On post D3	Everything is okay - No concerns noted						1
0253	165	100	Welfare checks on Radios 190, 139, 157, 166 & 173	All Ambassadors good to go, No concerns noted						1
0302	167	100	On post L1	Everything is okay - No concerns noted						1
0302	168	100	On post L2							1
				Everything is okay - No concerns noted						
0306	153	100	On post D6	Everything is okay - No concerns noted						1
0314	153	100	On post D1	Everything is okay - No concerns noted						1

0319		100	On post D1, covering Radio 155	Everything is okay - No concerns noted								1
0319	139	100	On post B3	Everything is okay - No concerns noted								1
0319	140	100	White male possibly overbeveraged traveling from S1 (Corner of 14th and University Ave) to the Bank of America. He is wearing a red jacket and a blue hat	Everything is okay - No concerns noted								1
0326	165	100	Special concentration on Madison Ave and Chancellor St	Everything is okay - No concerns noted								1
0328	173	100	On post B2/B3	Everything is okay - No concerns noted								1
0329	155	100	On post D1	Everything is okay - No concerns noted								1
0329	165	100	On post B1	Everything is okay - No concerns noted								1
0330		100	Leaving post B3 to return bike to Substation then head to post F2/F3	Everything is okay - No concerns noted								1
0333		100	On post D4	Everything is okay - No concerns noted								1
0335		100	Walking D5	Everything is okay - No concerns noted								1
0337		100	Covering S1 for Radio 140	Everything is okay - No concerns noted								1
0339		100	Welfare check on Radio 183	Ambassador good to go, No concerns noted								1
0344		100	On post F2/F3	Everything is okay - No concerns noted								1
0344		100	On post S3	Everything is okay - No concerns noted								1
0345		100	On post B1	Everything is okay - No concerns noted								1
0346		100	On post B3	Everything is okay - No concerns noted								1
0346		100	On post F2/F3	Everything is okay - No concerns noted								1
0348		100	On post D1	Everything is okay - No concerns noted					-			1
0357		100	On post D8	Everything is okay - No concerns noted			-	-				1
0404		100	On post B1	Everything is okay - No concerns noted					-			1
0405		100	On post D7	Everything is okay - No concerns noted								1
0416	C. C	100	On post 52	Everything is okay - No concerns noted					-			1
0410		-	On post S4	Everything is okay - No concerns noted			-	-				1
0430	-	100	On post D1	Everything is okay - No concerns noted	-	-	+			-		1
0433		100	On post D2	Everything is okay - No concerns noted			-	-	-			1
0433		100	On post S1 On 2nd break	Everything is okay - No concerns noted			-					1
0438	_	100	On post S3	Everything is okay - No concerns noted								1
0442	-	100	On 2nd break	Everything is okay - No concerns noted  Everything is okay - No concerns noted				1			-	1
0442		100	On post D3	Everything is okay - No concerns noted		-	-	+				1
0450		100	On post B2/B3	Everything is okay - No concerns noted			+				-	1
0501	1000000	100	On post D8	Everything is okay - No concerns noted		5	1					1
0502		100	On post S1	Everything is okay - No concerns noted		-	1					1
0502		100	On post B4/B5	Everything is okay - No concerns noted			1				- 025	1
0503		100	On post B2	Everything is okay - No concerns noted		1	1					1
0503		100	On post B2	Everything is okay - No concerns noted					-			1
0504	12000000	100	On post B3	Everything is okay - No concerns noted								1
0507	183	100	On post B4/B5	Everything is okay - No concerns noted						1		1
0507	_	100	On post B3	Everything is okay - No concerns noted								1
0511	139	100	On post S3	Everything is okay - No concerns noted								1
0513	157	100	On post S2	Everything is okay - No concerns noted								1
0515	173	100	On post F2/F3	Everything is okay - No concerns noted								1
0515	182	100	On post F2/F3	Everything is okay - No concerns noted								1
0521	166	100	On post B1	Everything is okay - No concerns noted								1
0526	139	100	Powerline pole on Rugby Rd & Lambeth Lane is leaning	0527 Radio 165 making a sweep of that area. 0532 Inventory number of the pole is A2642828								1
0527	141	100	On post D4	Everything is okay - No concerns noted								1
0529	165	100	On post S3	Everything is okay - No concerns noted								1
0533		100	On post D3	Everything is okay - No concerns noted								1
0534		100	On post L1	Everything is okay - No concerns noted								1
0600	-	100	On post D5	Everything is okay - No concerns noted								1
0605		100	Welfare check on Radio 160 at D1	Ambassador good to go, No concerns noted								1
0605	153	100	On post D7	Everything is okay - No concerns noted								1
0608		100	Covering S1 for Radio 140	Everything is okay - No concerns noted								1
0612		100	On post D3	Everything is okay - No concerns noted								1
0614		100	On post L2	Everything is okay - No concerns noted								1
0620	1	100	On post S1	Everything is okay - No concerns noted								1
0630		100	Please come on in and get the bikes cleaned up and put away	Bikes in, cleaned up and hung up on racks			-					1
0633		100	On post L1	Everything is okay - No concerns noted			-	-				1
0633		100	Leaving post L1	Everything is okay - No concerns noted		-	-	-				1
0635	S2 & S4	100	Please bring the vehicles back in. Remember the vehicle paperwork, in addition Radio 171 please pick up Radio 139 at S3	Vehicles parked, vehicle checklist completed								1
0635		100	On post L2	Everything is okay - No concerns noted								1
0635	167	100	Leaving post L2	Everything is okay - No concerns noted								1
0640	All Radios	100	Please work your way from our posts to the substation to fill out daily occurrence logs and	Maintenance items, daily occurrence logs filled out								1
			cleanup	,			-	-				(T)
700			End of Shift 2									

<b>UVA Ambas</b>	sador						RMC Events, Inc.
Dally Occur	rrence Lo	g Repor					
Date: (mm/dd/yy)	RMC Ambass	ador: (Print)		5	Shift Assign	ed: <b>0630 – 1630</b>	/ 1600 – 2400 / 2300 - 0700 (circle one)
Unit #	Break #1 Time: In/Out	Break #2 Time: In/Out	Deployment Line Corner#  Dorm#  Lawn# (circle one, line #)	Tail light #:	Wig Wag #	Radio #:	Always fill in to the best of your ability, leave nothing blank. An Ambassador is always doing something at each post  Observe, Detect, Report
Tour Designation:	Start Time:	End Time:	Remarks & Occurrences: (	RE CDI	CIFIC & 1	DETAILED FOC	TISED)
If Bike Designation, Was Bike Used? Y N If no, why?							
If Bike Designation, Was Bike Used? Y N If no, why?							
If Bike Designation, Was Bike Used? Y N If no, why?							

If Bike Designation, Was Bike Used? Y N If no, why?				
If Bike Designation, Was Bike Used? Y N If no, why?  If Bike Designation, Was Bike Used? Y N If no, why?				
Ambassador S	ignature			
Ambassador Si	gnature:		Date:	Time:
Staff Lead Rev	vlew .			
Staff Lead Sign	ature:		Date:	Time:
Management	Review			
Management Si	gnature:		Date:	Time:

Form: A-DOLR (rev 01/18)

	UVA AMB	ASSADOR	PROG	RAM		IR#-			
	INCIDEN	T REPORT				Pageof Pages			
Designation: F2/B2/S3	Reporting A	ambassador:	5000		Ambassador Unit #:	186 / 179			
Date of Incident: 12/21/2017	Time of Inc	ident: <b>8 hours</b>		of week: ursday					
Did you discover the Inc	ident?	Yes	Unit 186		Date & Time: 12/21/2017				
Did you report Incident t	o Command?	Yes	Un	nit 186	Date & Time: 12/21	/2017			
Police Incident: X Fire	Incident:	Medical Incid	ident: Documentation Only Incident: U			UVA Security Incident:			
Which Ambassador Staff	Lead Arrived?		Time Ar	nbassador Staf 0413 hou	f Lead Arrived:				
Reporting Person (Not rep	orting Ambassa	dor)	la see t		和野人等等。				
Name: Address:									
Telephone:			Wo	ork Telephone:					
Incident Details			ik 75 Est						
Who? 2 white male s	ubjects, the	first subject	wasa	white male	grev hoodie sweat	shirt and dark adidas shorts.			

Who? 2 white male subjects, the first subject was a white male, grey hoodie sweatshirt and dark adidas shorts, the second subject was a white male wearing a blue hoodie sweatshirt and dark colored Adidas sweatpants.

What? 2 white males with bolt cutters trying to break into the side chain linked gate at the back of Mincers. Where? Back of Mincers on Elliewood Ave.

Other Information (Be as through as possible? Radio 186 on F2 at 0413 hours, Reported to Command, 2 white males with bolt cutters trying to break into the side chain linked gate at the back of Mincers. The first subject was a white male, grey hoodie sweatshirt and dark adidas shorts, second subject was a white male wearing a blue hoodie sweatshirt and dark colored Adidas sweatpants. The two white males put down the bolt cutters when they saw Radio 186 and moved across University Ave. onto University property. When they saw Radio 153 in AT1, they circled back around and crossed University Ave, the suspect with the blue hoodie sweatshirt headed towards Bank of America, while the suspect with the grey hoodie sweatshirt went to the back of Mincers to collect the bolt cutters from beside the fence that keeps people from accessing the rear of Mincers and continued down Elliewood to the dead end and made his way up the rock embankment onto Chancellor Street, to meet up with his partner. The two suspects met up on Madison Lane and made their way to where they had parked their Black Sedan, between the Peyton Annex at 164 Rugby Road and the Madison Bowl. Radio 153 witnessed the two suspects enter the Black Sedan and head towards Rugby Rd and O'Neal Hall at the Ambassador S3 post. Radio 153 communicated to Radio 179 on S3 that the suspects from the Mincer attempted break in, were heading his way. Radio 179 spotted the Vehicle and was able to get the letters and numbers (LP # WXB-1546) and directed CPD Unit 2334 to the vehicle. Radio 140 on F2 by Mincers called Command and asked where the Ambassador was that could ID the suspects. At that time Radio 153 picked up Radio 186 from Bank of America and brought him to S3 at O'Neal Hall. Radio 186 got into UPD Unit # 133 and was brought to Rugby Rd to Identify the suspects. UPD 133 brought Radio 186 to CPD Unit 2917 to give a statement. Radio 186 cleared the scene at 0452 hours. Both males were arrested.

Responding Emergency Agency(ies)	
Agency Name: UPD	
Officer/EMS/Fire Personnel Name: Unit 133	Time Agency Arrived: 0421 hours
Agency Name: CPD	

Officer/EMS/Fire Perso	nnel Name: Unit 2344	Tim	Time Agency Arrived: 0421 hours			
	Criminal Act:	Missing Person:		Missing/Found Property:		
RMC Ambassador:		Signature:		Date: 12/21/2017		
RMC Staff Lead:		Signature:		Date: 12/21/2017		
RMC Coordinator or Di	rector:	Signature:		Date: 12/21/2017		

DCJS 11-3291

## RMC Events, Inc.

DCJS 88-1317

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# UVA Ambassador Program Incident Examples- Daily Highlight Logs

### Example 1- January 2017

0235- B2 Ambassador reported a white female, approx. 20-25 yrs old, who was laying down in the back of a parked vehicle on Madison Lane and was unresponsive. Staff Lead arrived at the vehicle and noticed that the female did not have any underwear on and her skirt was "hiked up" to her hips. 0241- As Staff Lead was alerting Command of the situation, He was able to flag down a CPD Officer who was driving down the street. 0247- EMS arrived on scene. CPD was able to wake the female and get her to unlock the door of the vehicle. 0249- EMS was able to assist the female into the ambulance, where CPD continued to speak to her while she was being treated. 0250- Ambassadors cleared from scene. Follow up from PD stated female was the victim of a sexual assault.

### Example 2- February 2017

0004- S1 Ambassador reported an Asian/Pacific Island male, approx. 6'1, who was bleeding from the right knee area. S1 Ambassador noted that the male also had a hospital ID tag on his wrist. Staff Lead approached the male who was now in front of Christian's Pizza, to offer assistance. The male stated that he was stabbed earlier and had just left the UVA E.R. Command contacted ECC. The male pulled his bandage down to show Staff Lead that the wound was bleeding uncontrollably. Staff Lead tried unsuccessfully to get the male to sit and wait for EMS as he walked up 14th St towards Wertland Ave. 0017- EMS arrived on scene. The male started to walk back towards Staff Lead when he became dizzy and collapsed in front of Revolutionary Soup. 0019- CPD arrived on scene. 0034- EMS transported the male to UVA Medical. After the scene was cleared, several pedestrians approached Ambassadors with concerns about the amount of blood in the area. Throughout the incident, Ambassadors aided in steering pedestrians away from the large pools of blood left behind by the male.

### Example 3- March 2017

0155-S1 Ambassador reported a white female, who appeared to be overbeveraged, along with a female friend and another couple (male/female) attempt to get into a black vehicle parked in the taxi stand in front of The White Spot. The female had already dropped her keys several times and almost fell down. S1 Ambassador approached the group and offered to call a taxi. The group immediately walked away heading west on University Ave. 0215- S1 Ambassador reported that the overbeveraged female, along with her female friend, were back at the black vehicle. The friend stated that she needed to retrieve the key fob to her residence in The Flatts from the vehicle. At that moment, the overbeveraged female quickly jumped in and started the vehicle. The vehicle ended up drifting in reverse towards a tree, with the friend half way outside of the vehicle. F2/F3 Ambassador was able to pull the friend away from the vehicle to safety. The female driver gained control of the vehicle and sped off heading west on University Ave, towards Rugby Rd. 0217- UPD Officers on Hospital Dr., noticed the vehicle speeding off, immediately chased after it and were able to pull it over on Rugby Rd. 0250- The female driver was taken into custody by UPD. The driver's female friend was given a ride to her residence by UPD.

#### Example 4- June 2017

0315- Staff Lead along with B3 Ambassadors noticed a white male and a black male running out of a residence at leaving door open and all lights on. Staff Lead approached and asked if Ambassadors could be of assistance since the males left doors open, lights on and something did not seem right. The 2 males stated that their friend was heading to Beta Bridge to hurt himself or to commit suicide and they needed to stop him. Command contacted ECC with all info and description of the missing male (white male, 6'0" possibly wearing khaki shorts and blue top or blue shorts and khaki/tan

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top). Staff Lead alerted S3 Ambassador and instructed B3 Ambassadors to escort the 2 males while Staff Lead made his way to Beta bridge in the Staff Lead vehicle. F2/F3 Ambassador, who was at S3 earlier, reported seeing the male pass by S3 within the last 45 minutes or so heading up Rugby Rd. towards Grady Ave. 0334- UPD arrived on scene at Beta Bridge. 0341- CPD arrived on scene at Beta Bridge. 0410- S4 Ambassador requested a description of the male again because he just had a male walk up being very incoherent, not acknowledging S4 Ambassador and standing 4 feet away just hitting the crosswalk signal button on the corner of 14th St. & Grady Ave. The male then walked across the street and started hitting that crosswalk button. The male then walked back across the street and headed towards Gordon Ave. 0412- UPD Officers arrived at S4 and asked if S4 Ambassador had seen a young man. By this time UPD Officers had pictures of the missing male. S4 Ambassador asked to see the picture and confirmed it was the same male hitting the crosswalk sign and pointed out the male who was now on 14th St. between Grady Ave. & Gordon Ave. The officer pulled away and stopped the male in front of 506 14th Street NW.

### Example 5- July 2017

0200- S1 Ambassador reported a black male wearing "saggy" blue jeans/red shirt running towards S1 post from The White Spot. As the male was running, a pistol fell out of this pocket and landed on the ground in front of the Coke vending machine on the corner of 14<sup>th</sup> St and University Ave. Command contacted ECC. 0201- Staff Lead arrived on scene and stood over the firearm while S1 Ambassador rerouted pedestrians around the area until UPD arrived at 0207. UPD Officer took possession of the firearm and turned it into CPD at approx. 0210 when CPD arrived on scene.

### Example 6- August 2017

0035- F2 Ambassador observed a white male, early 20s with stripped shirt, white shorts, and white cap, appearing to be intoxicated attempting to open a car door of a vehicle on Elliewood with a female occupant inside. She did not let him in and was able to get him away from the car. The male suspect then tried several other car doors of unoccupied vehicles that were parked along Elliewood in various lots. The male then entered the parking area across from the Biltmore and next to Kuma where he sat down, vomited and passed out. Staff Lead flagged down 2 CPD officers on foot along with CPD unit 2922 and UPD unit 122 arrived on scene at 0040. The officers were able to get a response, they spoke to the male for a couple of minutes. The Officers then placed him under arrest. The scene was cleared by all parties at 0058.

### Example 7- September 2017

0020- L2 Ambassador reported two suspicious individuals, 1st white male wearing a white t-shirt and 2nd white male wearing red t-shirt/blue back pack. One individual was carrying UVA flag. Both individuals approached bikes at the library and used a cell phone to light up the bike lock and shook it. 0024- L1 Ambassador reported a female from room 53 on the lawn is reporting a missing item taken by two people fitting the description given by L1 Ambassador. 0030- Staff Lead while heading towards the East Range to contact L1 and L2 on Hospital Drive, beside the Hospital parking lot, observed a vehicle with an open trunk and an individual with an orange traffic cone getting ready to put it into the trunk. When the male noticed the Ambassador Staff Lead approaching, he put the cone down and quickly walked away. The driver walked to the back of the car, shut the trunk and drove up Hospital Drive towards the East Range. 0038- ECC contacted. 0041- CPD/UPD arrived on scene. Staff Lead explained to CPD/UPD what was witnessed and the radio communication between Ambassadors. UPD spoke with the driver and the driver conveyed that they were participating in a frat scavenger hunt from JMU. 0045- F2/F3 Ambassador reported that 4 individuals, believed to be with the 2 individuals in the vehicle, were walking towards the Hospital parking lot. Staff Lead alerted UPD Officers of the incoming individuals. The group, already identified by the driver, stopped and sat on a bench on the northeast side of the range, CPD Officers detained them for questioning. After speaking with UPD Officers, the driver then began to remove items from his vehicle. Items viewed by Staff Lead included: A UVA Flag, orange cooler, white foldable construction barrier, a foldable weather shade (used by

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workers laying bricks on the adjacent sidewalk) and small dome grill (admitted having been removed from The Lawn Residences). 0151- Scene cleared with the arrest of all four males.

### Example 8- October 2017

0238- Staff Lead reported a white female, approx. 5'5, blonde hair, wearing black spandex pants/light burgundy long sleeve shirt, possibly overbeveraged who was having trouble walking up 14th Street heading toward the patio area in front of Red Eye Cookies. Staff Lead shadowed the female from a distance in order to determine if assistance was needed. As Staff Lead turned the corner into the patio area, he observed the female sitting on the ground across from Red Eye Cookies squatting with her pants down. The female immediately stood up, pulled up her pants and began walking away with a black male (black jacket, blue jean pants) who was standing nearby. As Staff Lead approached the area, the male stated that he didn't know the female and immediately walked away. F2 Ambassador also observed the incident and assisted the Staff Lead in continuing to shadow the female. While on Wertland St., Staff Lead was able to catch up to the female and offered assistance. The female refused help and stated that she was heading home. Staff Lead along with F2 Ambassador maintained observation/communication with the female, until she made it safely to her residence at Street Apartments. Staff Lead waited an additional 10 minutes, at the S2 post, near the residence to ensure that the female had not been followed and remained safely inside of her residence.

### Example 9- December 2017

1850- Per UPD, Command alerted all Ambassadors of a missing 13yr old white male "", described as being 5'6" 115lbs with blue eyes/dirty blonde hair, last seen wearing a black jacket/black pants and grey sneakers, heading towards Emmet St. from JPA. 1853- D5 Ambassador reported seeing a white male fitting the description walking near the Dillard House. When the male noticed D5 Ambassador approaching, he immediately requested assistance. 1854- Command contacted ECC. 1901- Staff Lead arrived on scene. The male stated that he had "lost his family near the cancer center and needed help finding them. The male informed D5 Ambassador of his parents' names as well as the male and color of the family vehicle. Ambassador Staff Lead, along with D5 Ambassador waited with the male until multiple UPD/CPD Units arrived on scene at 1904. The male was taken back to his family by UPD/CPD Officers.

### Example 10- December 2017

0418-F2 Ambassador reported 2 white males with bolt cutters attempting to cut the side chain linked gate at the back of Mincers. Command contacted ECC. The first subject was a white male, wearing a grey hooded sweatshirt and dark adidas shorts. The second subject was a white male wearing a blue hoodie sweatshirt and dark colored Adidas sweatpants. The two white males put down the bolt cutters when they noticed F2 Ambassador and moved across University Ave. onto University property. At that moment they also noticed Ambassador Staff Lead driving in the Ambassador Truck and circled back around and crossed University Ave, the suspect with the blue hooded sweatshirt headed towards Bank of America, while the suspect with the grey hooded sweatshirt went to the back of Mincers to collect the bolt cutters from beside the fence that keeps people from accessing the rear of Mincers, continued down Elliewood to the dead end and made his way up the rock embankment onto Chancellor Street, to meet up with his partner. The two suspects met up on Madison Lane and made their way to where they had parked their vehicle, between the Peyton Annex at 164 Rugby Road and the Madison Bowl. Ambassador Staff Lead witnessed the two suspects enter the vehicle and head towards Rugby Rd and O'Neal Hall at the Ambassador S3 post. Staff Lead communicated to S3 Ambassador that the suspects from the Mincer attempted break in, were heading his way. 0421- UPD/CPD arrived on scene. S3 Ambassador spotted the vehicle, was able to obtain the vehicle plate # and directed CPD Units to the vehicle. CPD stopped the vehicle on Rugby Rd. Staff Lead picked up F2 Ambassador from Bank of America and brought him to S3 to meet with UPD Officers in order to identify the suspects. 0452- Scene cleared by all Ambassadors. Both males arrested.

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