Supplemental Security Personnel Services

October 29, 2013
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Supplemental Security Personnel Services

RFP Number: FM102913

Issue Date: October 29, 2013

Brief Description: Provide Supplemental Security Personnel Services for the University of Virginia (“the University”) on an as-needed basis.

Preproposal Questions: Any questions concerning this RFP must be sent to the buyer listed below no later than 12:00 p.m. EST, Tuesday, November 5, 2013 in order to guarantee a timely response prior to the proposal due date and time.

Proposal Due Date and Time: Monday, November 11, 2013, 3:00 p.m. EST. Firms will send three hard copies of its proposal, each individually bound, to the address listed in the contact information box below. Additionally, firms will include one complete electronic version of its proposal on a CD-ROM or USB Flash Drive, formatted in Microsoft Word, or Excel where applicable. The University reserves the right to reject proposals received after the stated due date and time.

Any trade secrets or proprietary information submitted with a proposal for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

Negotiations: Negotiations, if needed, are scheduled to begin the week of December 2, 2013.

Expected Award Date: February 3, 2014.

Term of Agreement: The term of any resulting Agreement(s) or Purchase Orders (“POs”) will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm(s). The Selected Firm(s) and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Buyer: Frank J. Messina
Phone: 434-982-5879
Email: fjm9g@virginia.edu

NOTE 1: If a RFP proposal is sent via U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may alternately be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in rejection of the firm’s proposal or cancellation of the RFP.
This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

B. SCOPE OF GOODS & SERVICES

The University of Virginia (“the University”) seeks a qualified firm(s) to provide Supplemental Security Personnel Services for the University on an as-needed basis. It is the University's intent to enter into an Agreement with the Selected Firm(s) to include those Goods and Services (“the Services”) necessary to help the University achieve the goals outlined in this RFP. In order to achieve these goals the Selected Firm(s) may be requested to provide the Services including, but not limited to, those outlined in this RFP. The University reserves the right to award to different Selected Firms to respectively provide any part of the Services discussed in this RFP and guarantees no amount of business resulting from any Agreement.

The Selected Firm(s) will provide Supplemental Security Personnel Services:

- As requested by University departments and upon issuance of a valid University PO;
- In accordance with any/all guidelines/protocols established by the University. These guidelines/protocols may be updated by the University during the term of award, and the Selected Firm is required to adopt and implement all updated guideline/protocols within a timeframe established at the sole discretion of the University; and
- Utilizing only the firm’s employees. The use of subcontractors or independent contractors will only be permitted within the parameters of the University’s Mandatory Contractual Provisions § C. Assignment.

In addition, the following specific provisions apply:

A. Levels of Service:
   The University has identified two desired levels of service:
   1. Event Staffing Services: To be defined as staffing for unique, individual events; such as, but not limited to, athletic competitions, concerts, guest speakers, etc. (Ushers, door access people, etc.)
   2. Uniformed Security Personnel Services: To be defined as a more permanent (or semi-permanent) arrangement whereby the Selected Firm’s staff are placed on University Grounds for the general security needs of a particular department or location over an extended period of time.

B. Certification and Background Checks:
   Regardless of the Level of Service provided by the Selected Firm(s) (and in addition to any/all other local, county, state and/or federal requirements), the Selected Firm(s) will:
1. Provide and maintain at its cost the proper and valid certification and licensure provided by the Commonwealth of Virginia’s Department of Criminal Justice Services ("DCJS"), Private Security Services Section ("PSS") is required. For more information, see the PSS web page at the DCJS web site: http://www.dcjs.virginia.gov/pss/index.cfm.

2. Ensure each of its individual staff member assigned to the University has and maintains the proper certification and licensure provided by the DCJS-PSS as a Campus Security Officer.

3. Ensure each of its individual staff member assigned to the University for the Uniformed Security Personnel Level of Service has and maintains the proper certification and licensure provided by the Commonwealth of Virginia’s Department of Criminal Justice Services ("DCJS"), Private Security Services Section ("PSS") as a Private Security Officer for the Uniformed Security Personnel Level of Service.

**PLEASE NOTE:**
No individuals are “grandfathered” into the Campus Security Officer certification. The Selected Firm(s) must take all steps necessary to have its personnel properly trained, certified, and recertified as necessary.

4. Ensure each of its individual staff members are cleared for service at the University by a background investigation and criminal records check in accordance with University policies. Proof of clearance will be provided to the University before an employee is allowed to begin working on University Grounds. As part of his/her contract with the Selected Firm, each employee, assigned to work on University Grounds, will agree to inform the Selected Firm and the University of any subsequent arrest or legal action. In some instances, an employee may not be able to work until the legal activity is positively resolved (such positive resolution to be in the University’s sole discretion). Employees of the Selected Firm, assigned to the University, will agree, as a condition of employment, that the University may, at any time, run additional background and criminal records checks.

5. Ensure none of its employees with felony convictions are assigned to a University facility/location. No Selected Firm employee with felony convictions is eligible for employment at any University facility/location. Employees with misdemeanor convictions may be considered on a case-by-case basis for suitability for employment at the University.

6. Screen all potential staff members to ensure they meet the necessary qualifications and are capable of performing all required duties. Furthermore, the University department involved in the procurement of the Selected Firm’s services will, individually, approve all proposed staff the Selected Firm intends to assign to the University. The University, in its sole discretion, retains the right to refuse to accept any of the Selected Firm’s staff not consider competent or suitable for the position.
   a. Some University locations will require significant abilities to communicate in a friendly and clear professional manner.

7. Ensure all of its employees assigned to University facilities/locations comply with directions from University officials during emergency situations declared by the University, and cooperate fully with law enforcement and/or emergency responders when requested.

C. Weapons:
The Selected Firm’s staff will neither be required nor permitted to bear any type of weapon.
D. Site Requirements:
In addition to the above-mentioned guidelines/protocols, each unique procurement may have specialized departmental site requirements (such as, but not limited to, hours needed, uniform specifications, training standards, confidentiality, identification, equipment/communication devices, computer system software, ability to operate a computer, language ability, physical motility/ability, etc.). The Selected Firm(s) and the Selected Firm’s staff assign to the specific University site/department must abide by (and be qualified for) these requirements. Additionally, for each University departmental site, the Selected Firm(s) must designate a primary contact (“Site Supervisor”) for the specific University department. The Site Supervisor will be responsible for all aspects (such as, but not limited to, management, training, scheduling, invoice coordination, etc.) regarding this specific University site management, and will be the point of contact between the University department and the Selected Firm.

E. Fees:
Fees to provide the Good and Services described herein will be quoted in terms of person-hours only (to be charged in 15-minute increments). Such person-hours will be defined as the specific time the Selected Firm’s staff is on University Grounds providing the services described herein. These fees must include all related costs and expenses; no additional fees (such as, but not limited to, parking, uniform expense, management fee, travel fee, lodging, meals, etc.) will be charged by the Selected Firm. The Selected Firm(s) may, if it chooses to do so, have fees that vary based on the time of day/day of the week the service is being provided. It will be the responsibility of the Selected Firm to identify all fees in Attachment 3, Pricing, and to clearly identify which Level of Service (either one or both) the Selected Firm is interested in providing.

F. Payment:
The Selected Firm(s) will submit one original invoice, on a monthly basis, for the previous month’s fees, referencing the correct purchase order number to the University’s Accounts Payable Department.

C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the services described in Section B., Scope of Good & Services, and the quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
2. The firm’s relevant experience, qualifications and success in providing the Goods and Services outlined in this RFP, to include the firm’s references from clients;
3. The contractual terms which would govern the relationship between the University and the Selected Firm;
4. The firm’s financial proposal including, but not limited to, pricing, fees, payment discounts, etc.; and
5. The firm’s Small, Woman-owned and Minority-owned (SWAM) business status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter in Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.
Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director of Supplier Diversity, at (434) 924-7174 or mailto:lh7sn@virginia.edu

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms’ lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information in its proposal:

A. Goods and Services
   1. Provide a detailed description and plan of operation to provide supplemental security personnel services as outlined in Section B., Scope of Goods and Services, to meet the needs of the University. Proposals will be formatted in such a way to address each specification in a line-by-line basis.

B. Financial Proposal
   1. Provide a description of how the University will be charged for the goods and services requested in this RFP. Provide discount schedules where applicable. Include any additional discounts available for early payment of invoices. Ensure fees are provided for all Goods and Services’ categories proposed by the firm.
   2. Complete and return Attachment 3, Pricing, to include all related costs and expenses (please type).
   3. Provide the following pricing details:
      a. When or how often do price increases and/or escalation rates occur?
      b. What is the firm’s plan for dealing with price increases and/or escalation rates?
   4. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. Prior to contract award, the Selected Firm(s) will be required to contact the University Procurement and Supplier Diversity Departments’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

C. Firm Information
   1. Provide a brief history of the firm and its experience, qualifications and success in providing the type of goods and services requested in this RFP.
   2. Provide at least three references where similar goods and/or services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and telephone number.
   3. Provide the firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.
4. Provide a list of institutions of higher education with which the firm has signed a term contract.
5. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at: https://vascupp.org
6. Complete and return Attachment 2, Firm Information (please type).
7. Provide information for the individual assigned to act as the coordinator for both the firm’s proposal and any subsequent responses required of the firm as a part of the RFP process.

The Selected Firm agrees to provide a named individual (“Account Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University’s primary contact, although the Account Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University’s account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University’s Procurement Services Department); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in this Agreement.

D. Contractual Arrangements
1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm’s acceptance of the University’s Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of the University’s Preferred Contractual Provisions.
4. Provide a written statement with the firm’s proposal that its principals or legal counsel have reviewed the Mandatory Contractual Provisions, and Preferred Contractual Provisions, and agree that these provisions will become a part of any final agreement.
5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

NOTE: Virginia Freedom of Information Act
Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.)
with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.*

**IMPORTANT:** A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

### E. TERMS AND CONDITIONS

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia.  
  [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)

- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in, and remain enrolled in, one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

- The Selected Firm registering and accepting eVA Terms and Conditions prior to award.  

- The University’s Mandatory Contractual Provisions:  

- The University’s Preferred Contractual Provisions:  

**Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

- The University's Procedure for Resolution of Contractual Claims  

### F. OTHER INFORMATION

1. **Insurance**

   Listed below is the insurance the Selected Firm(s) must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm(s) construe these minimum required limits to be its limit of liability to the University. The Selected Firm(s) will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm(s) satisfies the insurance requirements of the University. The Selected
Firm(s) may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm(s).

**Commercial General Liability:**
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $2,000,000 aggregate limit, to include coverage for premises/operations, products/completed operations, contractual, assault and battery, personal injury, Additional Insured coverage as described below*, and with no exclusions for “care, custody or control” for either real or personal property, false arrest, detention or imprisonment, libel and slander, and violation of privacy, or other police or security exposures, or if such an exclusion does exist, then a separate liability policy must be maintained for this exposure with the same liability limits noted above.

**Automobile Insurance:**
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence with the following coverages for vehicles operated by their employees.

{X} Any Automobile  {X} Owned and Non-Owned Automobiles

**Workers Compensation Insurance:**
The Selected Firm and any Subcontractor will provide coverage in accordance with the Workers Compensation Act of Virginia, to include Employers Liability coverage with minimum limits of $500,000.

**Crime Insurance:**
The Selected Firm and any Subcontractor will provide a minimum limit of $25,000,000 per loss of Employee Theft coverage to include theft of Client Property on Client Premises and including a Joint Loss Payable Clause.

**Errors and Omissions:**
The Selected Firm and any Subcontractor will provide a minimum Limit of Liability of $10,000,000 per claim and a $10,000,000 aggregate limit of Professional Liability coverage for Security Companies with Additional Insured coverage as described below* with no exclusion with respect to Claims asserted by the University.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

2. **Formation of the Agreement with the Selected Firm**

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory
written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women- and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
## Firm Information

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<tr>
<th><strong>Full Legal Name</strong> <em>(Company name as it appears with its Federal Taxpayer Number):</em></th>
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<tbody>
<tr>
<td>Address:</td>
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<td>Telephone Number:</td>
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<td>FAX Number:</td>
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<td>Web Address:</td>
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<tr>
<td>Email Address:</td>
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<td>DUNS Number:</td>
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### SWAM Information:

Is the firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE):

- [ ] Yes
- [ ] No

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<th>Minority-Owned Business:</th>
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<td>[ ] Yes</td>
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<td>Women-Owned Business:</td>
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<td>[ ] Yes</td>
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<tr>
<td>Small-Owned Business:</td>
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<td>[ ] Yes</td>
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Is the firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)?

- [ ] Yes
- [ ] No

### Point of Contact for this Proposal:

Name: 
Address:

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<th>Office No.</th>
<th>Mobile No.</th>
<th>FAX No.</th>
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Email Address:
Please Note:

- It is highly recommended the very best possible rates be provided, as these will be made available to all University departments; other public institutions of higher education in Virginia; and will be posted publicly.
- Pricing and/or discounts must remain firm for three years. However, the Selected Firm(s) will have the discretion, at any time, to quote a lower price and/or increase a discount.
- Pricing must be specific.
- Do not provide "ranges" for any category.