



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Kate Hoyt
Buyer

P.O. Box 29800
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
Phone: (540) 283-8149
khoyt@roanokecountyva.gov

March 7, 2019

REQUEST FOR PROPOSALS #2019-097

Professional Security and Visitor Reception Services
for the
Roanoke County Administration Building

Sealed Proposals Due:

April 1, 2019

2:00 PM

(Local Prevailing Time)

One (1) unbound original

Five (5) bound complete copies

One (1) electronic copy (USB preferred)

RFP #2019-097 SECURITY AND RECEPTION SERVICES

GENERAL INFORMATION

Roanoke County is seeking proposals from qualified vendors to provide professional security and visitor reception services for the Roanoke County Administration Building located at 5204 Bernard Drive, Roanoke VA 24018. In addition to housing the County's general government administration personnel, this facility contains multiple Departmental and Elected Official offices that serve and which are accessible to the public. It is the intention of Roanoke County to award a one (1) year contract with the option of four (4) one- (1) year renewals.

One unbound original, five (5) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **April 1, 2019, at 2:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2019-097 SECURITY AND RECEPTION SERVICES**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Kate Hoyt, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
khoyt@roanokecountyva.gov

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time of issuance of this Request for Proposals by the County, any contact

initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

SCOPE OF WORK

The County of Roanoke is soliciting proposals from qualified firms to provide professional security and visitor reception services for the Roanoke County Administration Building located at 5204 Bernard Drive, Roanoke VA 24018. The following specifications are provided for your review and consideration.

The County Administration Building is currently accessible to the public from 7:00 a.m. to 5:30 p.m. each week day (Monday through Friday) except for Holidays or other unanticipated closures. Offerors are requested to submit an hourly rate/fee structure to provide continuous staffing on all days the Administration Building is open as defined herein for each of the following potential regular schedules:

1. 7:00 a.m. to 5:30 p.m.
2. 7:00 a.m. to 5:00 p.m.
3. 7:30 a.m. to 5:30 p.m.
4. 7:30 a.m. to 5:00 p.m.

Offerors should also provide for an hourly rate/fee structure for any hours requested and authorized by the County in excess of the agreed upon regular daily hours.

The County anticipates working with the selected Offeror to determine specific functions and processes. The final contracted daily schedule is subject to change pending the County's sole determination of need based in internal security processes. Comprehensive and specific requirements of this contract are included herein. In order to provide an informational summary as to the intended scope of work for Offerors to prepare a proposal, the following needs/factors anticipated at this stage may include but are not limited to:

- Assigned personnel will NOT be armed.
- The position will be uniformed as a Security position The position will wear an easily recognized identification tag
- The position requires one person on duty at any given time.
- The position will be located at a visitor reception area in the lobby of the County's Administration Building.
- This position will be staffed at all times during the building's normal open hours.
- Staffing should be continuous (i.e. during lunch, breaks, vacations, absences, etc...).
- The personnel assigned to this position will need to be trained in and familiar with the County's internal safety and security protocols for the building and have knowledge of the various office locations and services they provide.
- The position will greet visitors and provide direction as needed to the public for guidance in finding the correct office to provide the service(s) they are seeking.
- Possible functions of the position may include one or more of the following pending the County's on-going security protocol development for the facility: notifying Departments

- of visitors, managing temporary visitor badges, visitor sign-in, providing electronic access to elevators, review of security camera live images, or other applicable duties.
- Provide direct support in appropriately and effectively mitigating customer service issues.
- The Offeror will provide the capability to provide after hours or weekend services for special events/needs.

REFERENCES

All Offerors shall include a list of five references, from local governments and similar projects, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

LICENSING AND EXPERIENCE

Firms shall be currently licensed with the Virginia Department of Criminal Justice Services per Section 9.1-139 regarding Private Security Services Business. Firms shall provide a copy of the current license with the proposal submission.

Firms shall demonstrate that they have been successfully providing similar security guard services for at least five (5) years. Firms shall provide three (3) comparable references of current work being performed, preferably with other public sector facilities. References shall include, at a minimum, company name, contact person, telephone number, fax number, email address, and dates and location of services.

BACKGROUND INVESTIGATIONS

The Contractor shall have a company policy that provides for a thorough criminal background check on all personnel assigned to County locations including guards, site supervisors, company officials, and employees who may occasionally visit locations in an official capacity. No guard to be assigned to a County post shall have any prior misdemeanor or felony convictions.

The Contractor shall obtain criminal background checks on all Contract personnel prior to the start of this Contract or upon employment, and at least once per year thereafter. The Contractor shall provide documentation to the County illustrating that background checks have been successfully completed by the Virginia Department of State Police or an alternative agency/firm approved in advance by the County. The Contractor shall inform the Contract Administrator, by certified mail, of any criminal convictions of any type for Contract personnel within five (5) days of obtaining the information. Documentation of all background checks having been performed must

be provided to County to ensure all personnel have been properly vetted and are eligible for employment. The full cost of background checks is the responsibility of the Contractor and may not be billed back to the County as an extra cost.

SCHEDULE

Guard service shall be provided fifty-two (52) weeks per year at the specified times and at other times as required by the County. The Contractor shall be able to provide additional security guard hours beyond those listed above with twenty-four (24) hours' notice.

Guard service is usually not required if the County government is closed. The County Administration Center is closed for approximately nine (9) holidays per year and sometimes closes due to severe weather. County closures at each facility are to be verified with the Contract Administrator.

The Contract Administrator may request that guard service be provided even though County government is closed for holidays or inclement weather. Should this happen, the overtime rate will be paid for duty hours.

EQUIPMENT

The Contractor shall provide each guard with all clothing and equipment necessary to perform the tasks described herein and the post orders. These may include, but are not limited to, appropriate seasonal outer garments, flashlights, safety shoes, reflective vests, 2-way radios, cell phones, etc. The Contractor shall ensure that guards have their own transportation to each location.

The on-site personnel shall use a security/greeting station and phone provided by the County. The phone is to be used for business purposes only. The security station will be stocked with ordinary office supplies. Use of any other County equipment without permission of Contract Administrator is prohibited.

Keys and/or access cards will be issued to the Contractor by the County. The post orders prepared by the Contractor shall have a section that describes the issuance and control of access cards and keys. In the event that the Contractor loses a key or keys, he/she may be responsible for the total cost of key replacement, re-keying of locks, or re-keying of an entire building depending on the severity of the security breach. The Contractor shall report the occurrence of a lost key or access card immediately, following procedures provided by the Contract Administrator.

Contractor shall require all employees performing under this Contract to personally sign and be responsible for each electronic access card to gain entry to work areas. Access cards are to be used *only* by the individual who has been assigned the card and approved by the County. When an individual is no longer employed by the Contractor, the card must be reassigned using the KEY/CARD request form to be provided by the County. If a card is lost, the Contract Administrator must be notified immediately. Use of electronic pass card by any person other than the individual to whom the card is assigned will be ample cause for termination of the Contract.

The County reserves the right to charge the Contractor for lost or damaged cards.

DRUG TESTING

Provisions shall be made for drug testing of all individuals assigned to County sites including guards, supervisors and company officials. Prior to assignment to the County, the Contractor shall certify in writing to the Contract Administrator that each employee has had a drug test performed within the previous thirty (30) days. Any employee with a positive drug test shall not be assigned to a County post. If at any time an assigned employee tests positive for drug use, that individual shall be removed immediately. He/she may not be reassigned without written permission from the Contract Administrator.

After initial assignment, each employee shall be tested for drug use once every six (6) months. The Contractor shall certify in writing to the Contract Administrator that each follow up drug test has been performed within ten (10) days of each test. The full cost of drug testing is the responsibility of the Contractor and may not be billed as an extra cost.

SUPERVISION

The Contractor shall provide on-site supervision of all guards assigned to monitor guards' activities. Supervision shall include unannounced inspections by a company official to all locations one (1) time per week during each shift including weekends. The supervisor shall meet with the guard and provide verification to the Contract Administrator of each inspection. (These visits are considered part of the overhead and not billable.)

Contractor shall provide a means of contact with a company official who has supervisory authority over the positions. This means of contact shall be set up in such a way so as to ensure that the County will be able to speak with a supervisor within fifteen (15) minutes and that he/she can be on-site within one (1) hour if the situation requires it.

The Contractor must provide documentation that the site supervisor has received adequate training as a supervisor of security guards or has had at least two (2) years' experience supervising security personnel. Should a substitute supervisor be temporarily on duty, he/she must be qualified and have full authority to act in a supervisory capacity. A regularly assigned guard may not be used as temporary supervisor without permission of the Contract Administrator.

TRAINING

The Contractor shall provide documentation that all persons assigned to work at County sites have been trained in communication skills, interpersonal skills (e.g., conflict resolution), law enforcement requirements, and report or incident writing. The Contractor shall comply with the training requirements as required by the Code of Virginia relating to Private Security Services. A copy of the certification document shall be provided to the County.

LANGUAGE REQUIREMENT

The County requires that all security personnel, including guards, be able to speak English fluently and understand written English. This requirement is necessary because of the high profile of the security personnel who must be able to provide directions, answer questions, file written incident reports, and deal with law enforcement or medical personnel should the need arise.

EDUCATION/EXPERIENCE

Each employees assigned to this Contract, including the guards, shall possess a high school diploma or equivalent and have two (2) years of experience demonstrating:

- a. An ability to meet and deal with the general public.
- b. An ability to read, understand, and apply rules, detailed orders, instructions and training materials.
- c. An ability to maintain poise and self-control under stress.
- d. An ability to construct and write clear, concise, accurate and detailed reports.
- e. An ability to remain vigilant during the entire shift.

HEALTH AND PHYSICAL FITNESS REQUIREMENTS

All employees assigned to this Contract, including the guards, shall be in good general health and able to perform the duties of the job to which they are assigned.

FIRST AID REQUIREMENT

All employees assigned to this Contract, including the guards, shall have valid Red Cross First Aid certifications and a CPR training certificate.

INCIDENT REPORTS

Prior to the start of the Contract, the Contractor and the Contract Administrator shall agree on a format for filing detailed written incident reports. Once approved, these reports shall be filed for any incident that requires a significant response from the on-site personnel; or to highlight the potential for trouble unless some preventive measure is taken. The on-site personnel shall be vigilant in reporting any situation or condition which could cause harm to people using the buildings or grounds.

TIME SHEETS

Prior to the start of the Contract, the Contractor and the Contract Administrator will agree on a format for a time sheet. The on-site personnel shall sign-in on this time sheet at the start of

each shift and sign-out at the end of the shift. Copies, approved by the supervisors, of signed time sheets shall be submitted with each invoice.

STATEMENT OF HOURS

The Contractor shall submit a monthly statement of the actual hours worked by the on-site personnel. Should the Contractor be required to work over time or unscheduled weekends, these hours shall be invoiced by separate billing.

OTHER DOCUMENTATION

All necessary documentation or paperwork shall be prepared by the Contractor with the approval of the Contract Administrator.

ATTIRE, APPEARANCE, AND PROFESSIONALISM

On-site personnel shall be neat and clean in appearance and wearing an approved attire that is tidy and neat. Personnel shall maintain good hygiene while assigned to the County. If outer garments are worn, they must also be approved. No other items, buttons, decorations, etc., shall be worn. Shirttails shall be tucked inside pants and shoes shined.

The Contractor shall provide its employees with a photo identification badge. The badge shall be prominently displayed during duty hours on the front of the outer most garment.

Prior to the effective date of the Contract, the Contractor shall submit for approval a color photo or picture of the standard attire to be worn by on-site personnel. Once approved, the Contractor shall not change the type, color or style of the attire without written consent of the County.

The approved post orders shall describe guards' and supervisors' demeanor and ways of addressing visitor, staff, etc. In all cases, Contractor personnel shall be helpful and courteous.

At no time shall the on-site personnel have any visitors. The term visitors does not include Contractor supervisors or other necessary Contractor personnel.

Guards shall not smoke or use any tobacco materials during their shifts.

Profanity shall not be tolerated at any time while on County property.

AUTHORITY

Under no circumstances shall Contractor personnel carry, display or use weapons of deadly force. Any Incidents that appear to be escalating shall be turned over to the Roanoke County Police Department.

Contractor personnel shall cooperate to the fullest possible extent with all local, state and federal law enforcement agencies.

Incidents involving suspected criminal conduct shall be immediately reported to the proper authority.

UNAUTHORIZED USE OF PROPERTY

Unauthorized use of property may result in a request for immediate removal from County service. Contractor personnel are to use the phone provided in the guard station or another phone as designated by the site manager or Contract Administrator. In the event of an emergency, any available phone can be used. All phone calls are to be local and for business purposes only. No personal calls are allowed while on duty.

The Contractor shall not use any computer or other County equipment or supplies except when permission is given in writing by the Contract Administrator.

POST ORDERS

Post orders shall be site specific and contain ALL necessary information so that a guard or supervisor can perform his/her duties in conformance with laws, regulations, policies and procedures and they must thoroughly describe the requirements contained herein.

Post orders shall be prepared by the Contractor prior to starting the Contract and revised as needed or directed by the Contract Administrator. When revisions are made, the entire post order must be reprinted rather than corrections or addenda inserted. Revisions must be approved by the Contract Administrator.

Post orders are to be indexed and highlighted so that pertinent information is readily accessible during stressful situations. All guards and the supervisor must be thoroughly familiar with the information contained in the post order as part of the training regimen.

KICK-OFF MEETING

The Contractor shall meet with County staff PRIOR to the commencement of the Contract for a project kick off meeting to clarify any areas and help familiarize the Contractor with the tasks to be assigned.

EVALUATION CRITERIA

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential

negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

1. Security and Visitor Reception experience for comparable clients and/or facilities to include continuity/retention statistics of staffing.
2. Proposed overall methodology for providing these services to include: staffing recruitment, screening, training, and continuing education processes for this position.
3. Quality and performance on previous contracts and/or services.
4. Proposal submission completeness.
5. Proposed Price/Fee Structure.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Request for Proposals is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used

it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061.

Questions should be directed to:

Kate Hoyt, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
khoyt@roanokecountyva.gov

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility

prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offeror will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of either the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs,*

including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3(b). Procurement of other than professional services. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.

Should the public body 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.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with

corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by State and/or Federal

Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national

origin, except where religion, sex or nation origin 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. 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.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under them, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under them. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by

two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now 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 Roanoke County under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

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

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for

Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

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 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 in accordance with this chapter, 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false

statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP #2019-097 SECURITY AND RECEPTION SERVICES

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**RFP# 2019-097 SECURITY AND RECEPTION SERVICES
DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT
CERTIFICATION OF CONTRACTOR**

Full Name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Name of Contractor

By: _____

TITLE

SIGNATURE SHEET
RFP #2019-097 SECURITY AND RECEPTION SERVICES

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO
AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.

REFERENCE FORM
RFP #2019-097 SECURITY AND RECEPTION SERVICES

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____
