

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-1437-2021

This contract entered into this 22<sup>nd</sup> day of October 2020 by Rhino Sports & Entertainment Services hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide the Event Staffing Services outlined in the All-Inclusive price summary on page 63 of the Contractor's Proposal to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From November 1, 2020 through October 31, 2025.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0060270 dated January 24, 2020, together with Addendum Number 1 to RFP dated February 4, 2020, Addendum Number 2 to RFP dated February 17, 2020, the proposal submitted by the Contractor, and the negotiated Terms and Conditions document dated October 21, 2020 all of which Contract Documents are incorporated herein.

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

Contractor  
By:

(Signature)

Brett Hickman - President  
Name and Title

Virginia Tech  
By:

Dwayne L. Pinkney

Dwayne L. Pinkney  
Senior Vice President and Chief Business Officer



Request for Proposal # 0060270

For

Event Staffing Services

January 24, 2020

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

RFP 0060270  
GENERAL INFORMATION FORM

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: John Spence, CPPB Phone: (540) 231-3333 e-mail: jspenc@vt.edu.

**DUE DATE:** Proposals will be received until February 24, 2020 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

***Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.***

**TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: \_\_\_\_\_. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.

\_\_\_\_\_ **Large**

\_\_\_\_\_ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

\_\_\_\_\_ **Women-owned business** – A business concern 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 non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

\_\_\_\_\_ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)			E-MAIL ADDRESS
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	

I acknowledge that I have received the following addendums posted for this solicitation.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

08/15/2019

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for event staffing services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for five (5) year(s), or as negotiated. There will be an option for two, two year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Tech conducts approximately 50 to 75 events per year that require the services of a firm to provide staff to collect tickets, serve as ushers, conduct bag checks, provide unarmed security, and provide supervision of the overall process. Examples of events include collegiate football and basketball games, Virginia High School League championship games, small concerts and commencement ceremonies. The events typically take place at Lane Stadium, Cassell Coliseum, Burruss Hall and Squires Student Center. Other types of events and locations may occur. The average event duration is 3 hours. Attendance ranges between 500 and 66,000 people.

There will be requirements for overnight, unarmed security to protect and safeguard equipment, supplies and materials. There will also be requirement for pre and post-event assignments to secure parking lots and direct traffic within these lots.

Please note that all event staffing personnel shall be **unarmed** in the performance of their duties.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

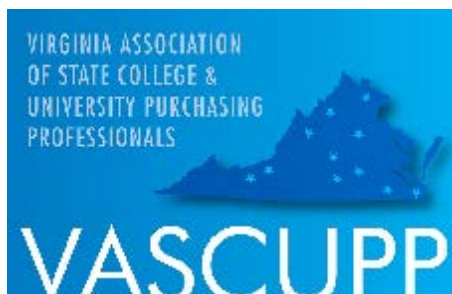
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

#### VI. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech 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 Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the

Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VII. STATEMENT OF NEEDS:

- A. Respond to requests from the university to provide a full suite of event management services as needed.
- B. Provide all personnel, equipment, uniforms and incidentals necessary to provide event staffing services.
- C. Provide two-way radio communications that interface with the university system.
- D. All staff members will be employees of the contract holder. All training, transportation and personnel accounting will be provided by the contractor.
- E. To be eligible for this contract, a security license from the Virginia Department of Criminal Justice Services is required. For further information, Offerors may contact the Department at (804)786-4700.

Please indicate the Private Security Service Business License number here:

\_\_\_\_\_.

- F. Offerors must further agree to comply with any licensing, certification or training requirements that may be required by the Commonwealth of Virginia or Virginia Tech during the period of this contract.
- G. The selected Contractor shall prepare staffing plans in coordination with the Virginia Tech Athletic Department. Staffing plans shall be subject to the approval of Virginia Tech. Virginia Tech reserves the right to require changes as deemed necessary.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Provide an outline of the company and its experience in providing event management services similar in size and scope to those outlined in this solicitation.
2. Provide information regarding the plan for providing services. Include information on standard staffing and supervision levels for different types of events. What types of communications and security equipment will be used? Include information on the training program and how the scheduling process will take place. Include details on criminal

background checks performed on personnel. Describe the uniforms that personnel will wear. Uniforms are to be VT branded and subject to the approval of VT Athletics.

3. Provide information on how the services will be priced. Hourly labor rates shall be all inclusive of uniforms, equipment, transportation, overhead, etc. Provide a chart with functional titles (e.g. usher, parking service, ticket taker) and the all-inclusive hourly labor rate for each. How long will quoted prices be in force, and how will price adjustments be addressed? Return Attachment D, Price Evaluation Scenario and Attachment E Parking Lot/Overnight Pricing Scenario.
4. Provide four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, client name, address, and the name and phone number of the individual Virginia Tech has your permission to contact.
5. Provide an overview of the training program inclusive of Customer Service Training, both initial and supplemental, Drug Testing Policy, and Pre/Post vent Briefing Procedure.
6. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSBD website at <http://www.sbsd.virginia.gov>

7. The return of the General Information Form and addenda, if any, signed and filled out as required.

## B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
  - a. **One (1) original and four (4) copies** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
  - b. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 2.e. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.



Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

**Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.**

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech 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, to prevent disclosure 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 materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that

constitute trade secret or proprietary information. 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.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	30
2. Qualifications and experiences of Offeror in providing the goods/services	30
3. Specific plans or methodology to be used to provide the Services	15
4. Cost (or Price)	15
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
	Total 100

B. Award

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 Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with 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, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, 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 this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

XI. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 4:00PM on February 14, 2020. Inquiries must be submitted to the procurement officer identified in this solicitation.

XII. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

XIII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIV. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XVI. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may

be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVII. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVIII. CONTRACT ADMINISTRATION:

- A. Name, Title, Department, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XIX. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B - Zone Map for Cooperative Contracts
- Attachment C - Sample of Standard Contract Form
- Attachment D – Price Evaluation Scenario
- Attachment E – Parking Lot/Overnight Parking Pricing Scenario

**ATTACHMENT A**

**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See:

[http://procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_07012019.pdf](http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012019.pdf)

**ADDITIONAL TERMS AND CONDITIONS**

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other 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.
  
- B. AUDIT:** The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
  
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
  
- D. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 120 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 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.
  
- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
  
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: \_\_\_\_\_

Name of Bidder or Offeror	Due Date	Time Due
Street or Box No.	Solicitation Number	
City, State, Zip Code	Solicitation Title	

Name of Procurement Officer: \_\_\_\_\_

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- G. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page  
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Attn: John Spence  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions:  
[http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)

## **SPECIAL TERMS AND CONDITIONS**

**ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech shall 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.

**CONTRACT PERIOD:** The contract shall be for a period of five (5) years.

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

License #: \_\_\_\_\_ Type: \_\_\_\_\_

**CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

**INSPECTION OF JOB SITE:** 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 Virginia Tech.

### **INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

#### **INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

**PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

**PROPOSAL/BID ACCEPTANCE PERIOD:** Any Proposal/Bid received in response to this solicitation shall be valid for 90 days. At the end of the 90 days the Proposal/Bid may be withdrawn at the written request of the offeror/bidder. If the Proposal/Bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

**PROPOSAL/BID PRICES:** Proposal/Bid shall be in the form of a firm unit price for each item during the contract period.

**RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for two successive two year period(s), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.



**SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL [http://www.ehss.vt.edu/programs/contractor\\_safety.php](http://www.ehss.vt.edu/programs/contractor_safety.php). A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

**SECURITY LICENSE:** In accordance with Section 9.1-138 et seq. of the Code of Virginia (1950), the offeror/bidder 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; central station alarm condition monitoring service; and/or private investigator service. Licenses must be obtained prior to submitting an offer. The contractor shall place their license number in the space provided below:

Private Security Services Business License Number:\_\_\_\_\_.

For assistance, Offeror/bidders may contact the Department of Criminal Justice Services at 804-786-4700.

**SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

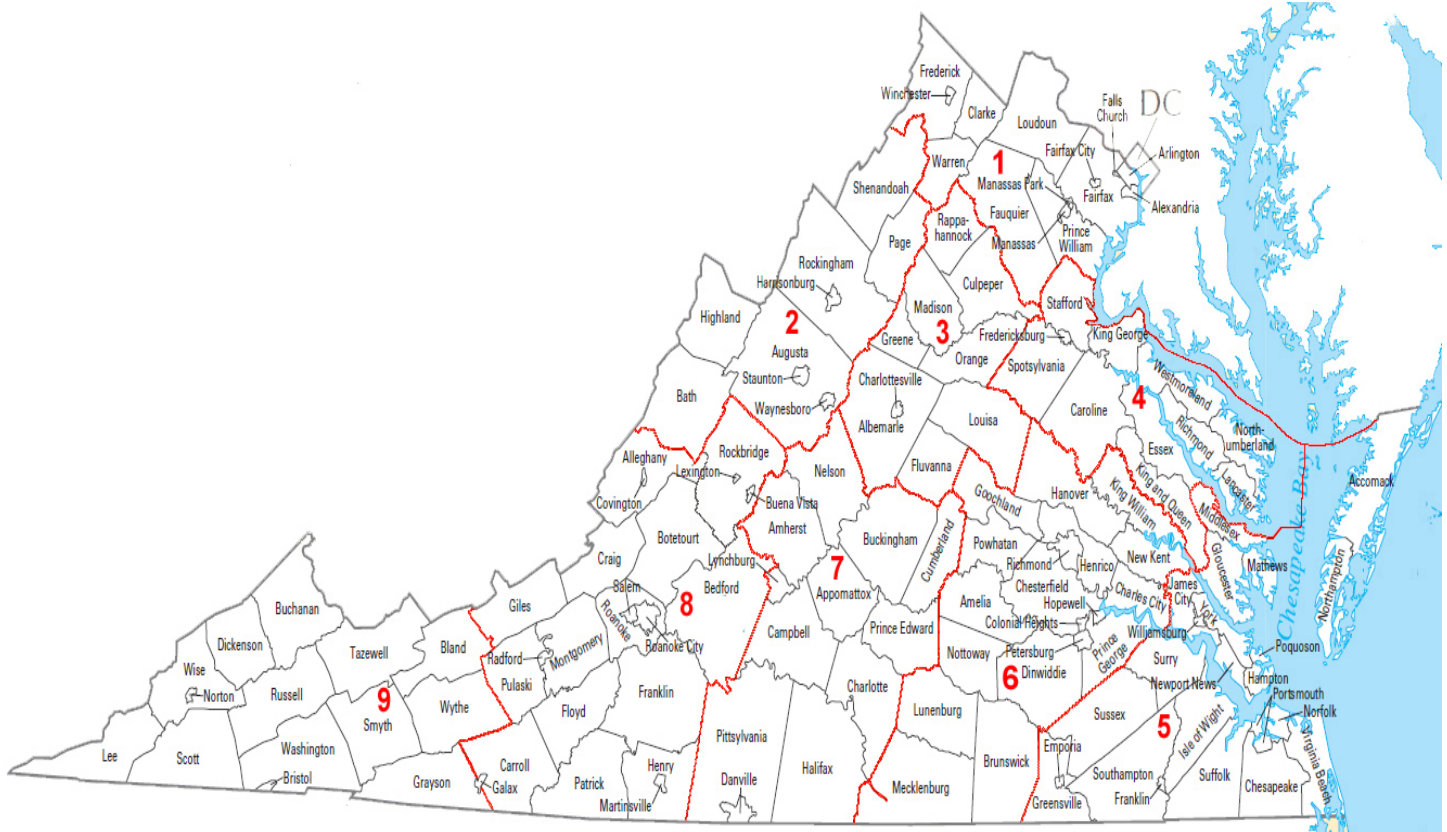
**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

**TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

**WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

## ATTACHMENT B

### Zone Map



### Virginia Association of State College & University Purchasing Professionals (VASCUPP)

#### List of member institutions by zones

#### Zone 1

**George Mason University  
(Fairfax)**

#### Zone 2

**James Madison University  
(Harrisonburg)**

#### Zone 3

**University of Virginia  
(Charlottesville)**

#### Zone 4

**University of Mary Washington  
(Fredericksburg)**

#### Zone 5

**College of William and Mary  
(Williamsburg)  
Old Dominion University (Norfolk)**

#### Zone 6

**Virginia Commonwealth  
University (Richmond)**

#### Zone 7

**Longwood University  
(Farmville)**

#### Zone 8

**Virginia Military Institute  
(Lexington)  
Virginia Tech (Blacksburg)  
Radford University (Radford)**

#### Zone 9

**University of Virginia - Wise  
(Wise)**

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in

the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone

ATTACHMENT C

# SAMPLE CONTRACT FORM

**Standard Contract form for reference only  
Offerors do not need to fill in this form**

COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract Number: \_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the \_\_\_\_\_ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From \_\_\_\_\_ through \_\_\_\_\_.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number \_\_\_\_\_ dated \_\_\_\_\_, together with all written modifications thereof and the proposal submitted by the Contractor dated \_\_\_\_\_ and the Contractor's letter dated \_\_\_\_\_, all of which Contract Documents are incorporated herein.

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

Contractor:	Virginia Tech
By: _____	By: _____
Title: _____	Title: _____

**ATTACHMENT D**

**PRICE EVALUATION SCENARIO**

Please complete the following event staffing scenario with hourly rates as offered in your proposal. The classification and hours are hypothetical. Virginia Tech will use this scenario to evaluate and compare prices between offerors.

**Important: Return this completed attachment with your proposal.**

<u>STAFF CLASSIFICATION</u>	<u>HOURLY LABOR RATE</u>	<u>QUANTITY OF PERSONNEL</u>	<u># OF HOURS</u>	<u>EXTENDED PRICE</u>
Event Security	\$_____/hour	X 24	X 7 Hours	= \$_____
Overnight Security	\$_____/hour	X 3	X 8 Hours	= \$_____
Supervisor	\$_____/hour	X 3	X 8 hours	= \$_____
Ticket takers	\$_____/hour	X 20	X 5 hours	= \$_____
Ushers	\$_____/hour	X 20	X 5 hours	= \$_____
Grand Total				\$_____

**ATTACHMENT E**  
**PARKING LOT/OVERNIGHT PARKING PRICING SCENARIO**

Please complete the following event staffing scenario with hourly rates as offered in your proposal. The classification and hours are hypothetical. Virginia Tech will use this scenario to evaluate and compare prices between offerors

**Football and Basketball Lot attendant job description:**

Duties of a parking attendant includes regulating parking and traffic in an assigned lot and restricting unauthorized vehicles by checking permits to verify authorization.

Duties also include directing people to parking spaces and assisting with the flow of traffic within the parking lot.

Be able to direct cars to other assigned lots on campus.

The position requires standing for long periods of time outdoors in paved lots or grassy areas.

**Football Games**

<b>Lots</b>	<b>Lot #</b>	<b>Workers Needed</b>	<b>Rate</b>	<b># of Hours</b>	<b>Extended Price</b>
Lower Stanger		3			
Perry Street Lot 1		2			
Perry Street Lot 2		2			
Perry Street Lot 3		2			
Perry Street Garage		4			
Prices Fork 4		2			
Prices Fork 6		2			
IVT		6			
Hahn Lot	13A	2			
Solitude	14	2			
Davidson	13	2			
Derring	15	4			
Price Hall	12	4			
Bottom of Grove on West Campus		1			
Golf Course		2			
Duck Pond Overflow	17	2			
Baseball Field Lot		2			
CAGE	16	6			
Vet School	7	4			
Food Sciences		2			
Smithfield Rd Lot	9	6			
Smithfield Road	18	8			
Grove Lane		2			
Litton Reaves	8	5			
Engel	11	2			
Coliseum	1	4			
Media Lot	M1	2			
Cranwell		2			
Fieldhouse	A	1			
Greenhouse		1			
Basketball Practice Facility		2			

Washington Street		3			
Arch Annex	19	2			
West Stadium		2			
Merryman Dr		1			
Stadium	2	6			
Track Soccer	4	2			
Maintenance Lot	3	4			
Back Gate		2			
Barricades at PD		2			
3A	3A	2			
Chicken Hill	5	4			
Rec Field	F	2			
Media Lot Research Center	M2	4			
Parking	P	2			
Health And Safety	6	2			
Rec Field Lot	6A	2			
Dairy Barn		2			
Band Lot		1			
Electric Services		2			
Stadium Woods		2			
<b>Total</b>		<b>140</b>			

**OVERNIGHT - SHIFT STARTS AT 5:00 PM**

Location	Lot #	Workers Needed	Rate	# of Hours	Extended Price
ADA		2			
Arch Annex Lot	19	2			
Chicken Hill(research )	5	1			
Chicken Hill(southgate)	5	1			
Coliseum Spring Rd	1	1			
Coliseum Wash St	1	1			
Dairy Barn		2			
E Lot	E	2			
Engel	11	2			
Golf Course		2			
Litton reaves Duck Pond	8	2			
Litton Reaves Washington St	8	2			
Stadium (Southgate)	2	1			
Stadium (Spring Rd)	2	1			
The Cage (bottom)	16	1			
The Cage main Entrance HABBI	16	1			
The Cage Vet med	16	1			
Track Soccer	4	1			
Washington St		2			

Basketball Practice Facility		1			
Stadium Woods		2			
<b>TOTAL</b>		<b>31</b>			



## ADDENDUM # 1 TO RFP # 0060270

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

DATE	DUE DATE AND HOUR
February 4, 2020	February 24, 2020 at 3:00 PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: John Spence, Buyer Senior  
E-MAIL ADDRESS: jspenc@vt.edu TELEPHONE NUMBER (540) 231-3333  
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

### Event Staffing Services

1. QUESTION: Can a facility tour be scheduled?

RESPONSE: Yes, a facility tour has been scheduled for Thursday February 13, 2020 starting at 9:00 AM at Lane Stadium, 185 Beamer Way, Blacksburg, VA 24060 - Gate 6.

2. The due date and hour remains February 24, 2020 at 3:00 PM.

I acknowledge that I have read and understand this addendum in its entirety.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ADDENDUM # 2 TO RFP # 0060270

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

DATE	NEW DUE DATE AND HOUR
February 17, 2020	March 2, 2020 at 3:00 PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: John Spence, Buyer Senior  
E-MAIL ADDRESS: jspenc@vt.edu TELEPHONE NUMBER (540) 231-3333  
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

### Event Staffing Services

1. QUESTION: Any post details or detailed layout structures the current company does?

RESPONSE: There is a security plan in place with the current provider, however that information will not be shared publicly due to security/safety concerns. A new security plan will be established in coordination with the selected Proposer.

QUESTION: Do you have a preference on the color of polo worn?

RESPONSE: VT Branded, bright shirt color (neon).

QUESTION: Can you please provide maps and/or charts of any areas Security would be positioned?

RESPONSE: Attached to this addendum is a stadium map, and a game day parking map.

QUESTION: Who is Virginia Tech's current provider?

RESPONSE: Rhino Sports & Entertainment Services.

QUESTION: Please provide the rates from the current contract.

RESPONSE: The current pricing schedule from UCP-TS-032-15 has been attached to this addendum.

QUESTION: What is the annual spend for Virginia Tech's current contract?

RESPONSE: The average annual spend is approximately \$700k. This is an average based on historical data and may fluctuate from year-to-year, there is no guaranteed amount of contract spend.

QUESTION: Is there a difference in rates for event (non-licensed) staff and the licensed security staff?

ANSWER: Please propose your rates for each type of staff requested in the RFP, final rates will be negotiated with the selected Proposer.

QUESTION: What are the current deployment numbers of licensed staff vs. non-licensed staff?

ANSWER: Exact numbers are not available, but generally non-licensed staff exceeds licensed staff.

2. The due date and hour is now March 2, 2020 at 3:00 PM.

I acknowledge that I have read and understand this addendum in its entirety.

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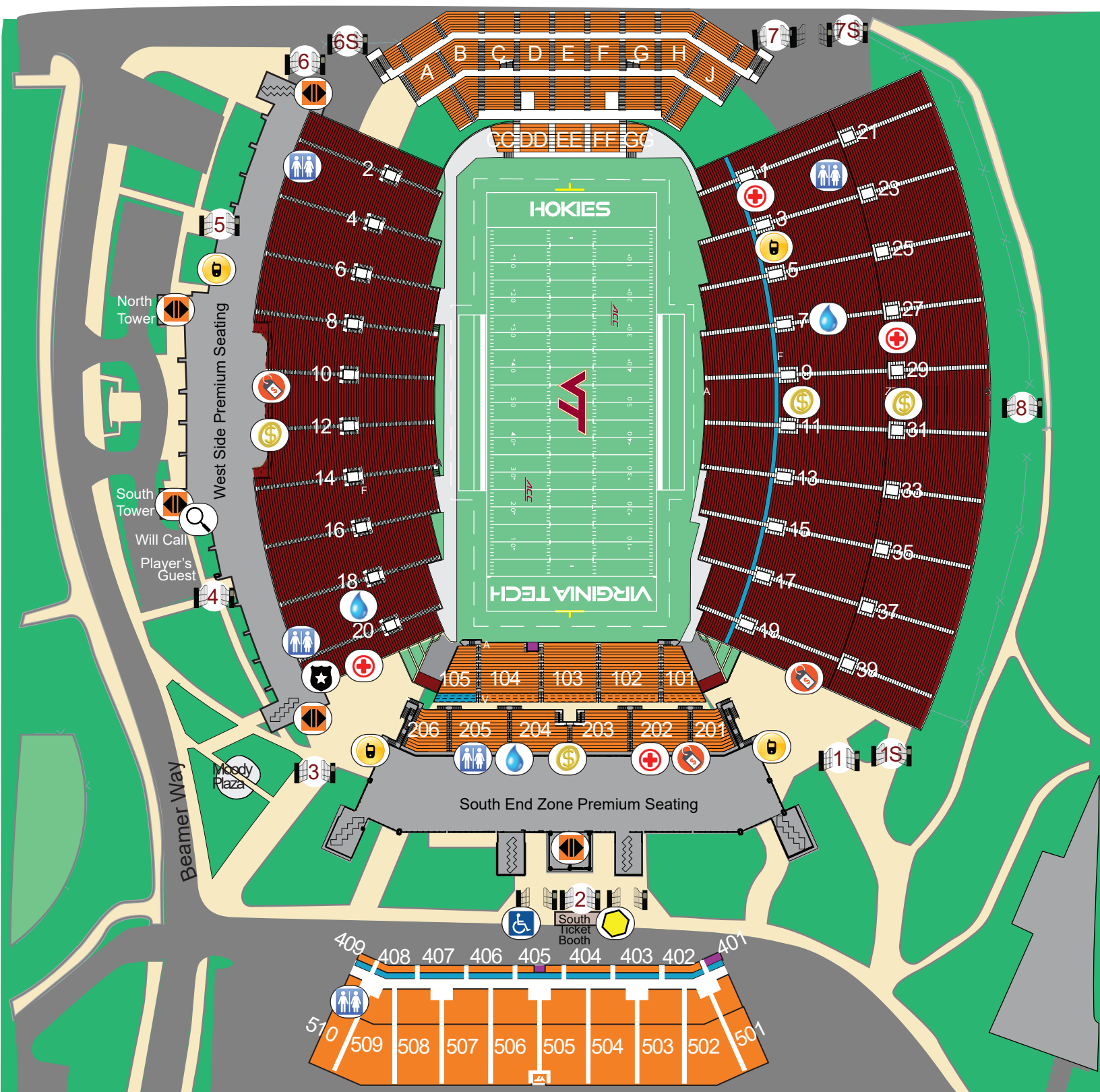
Signature

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Date

Revised 01/01/2018

# Lane Stadium/Worsham Field



ADA Seating  
East: Sections 1-19  
South: 4th Level

ADA Shuttle  
Drop-off/Pick-up

ATM Machines  
East: Sec. 9 & 29  
South: Main Concourse  
West: Sect. 12

Bookstore  
East: Sections 19  
South: Main Concourse  
West: Sect. 12

Charging Stations  
East: Between Sec. 3-5  
South: Concourse 201 & 206  
West: Across Sec. 6-8

Elevators  
1 - Section 2 (West)  
2 & 3 - North Tower (West)  
4 & 5 - South Tower (West)  
6 - North Tower (West)  
7 - Section 20 (West)  
8 & 9 - Inside Gate 2 (South)

Entrances  
South: Gates 1, 2, 3  
West: Gates 4, 5, 6  
North: Gate 7  
East: Gate 8

Family Restrooms  
East: Behind Sect. 1  
South: Sections 205 & 409  
West: Behind Sect. 2 and 18

First Aid Stations  
East: Section 1 and 31  
South: Section 202  
West: Section 20

Lost & Found  
West: South Tower  
(beside Gate 4)

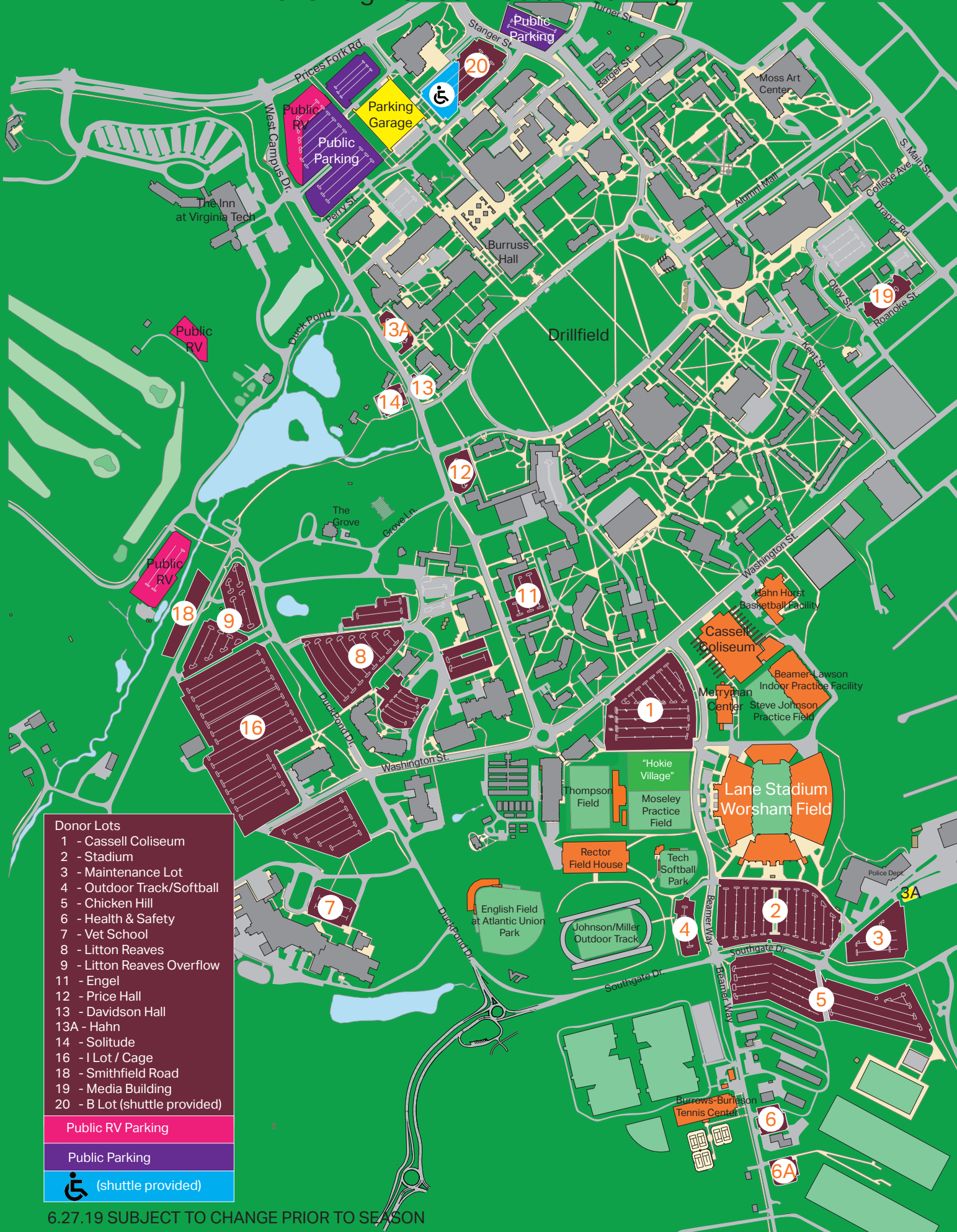
Police Room  
West: Section 20

Visting Team Will Call  
& Player Guest

Water Refill Stations  
East: Section 7  
South: Concourse 205  
West: Between 18-20



# 2019 Virginia Tech Football Parking



**Donor Lots**

- 1 - Cassell Coliseum
- 2 - Stadium
- 3 - Maintenance Lot
- 4 - Outdoor Track/Softball
- 5 - Chicken Hill
- 6 - Health & Safety
- 7 - Vet School
- 8 - Litton Reaves
- 9 - Litton Reaves Overflow
- 11 - Engel
- 12 - Price Hall
- 13 - Davidson Hall
- 13A - Hahn
- 14 - Solitude
- 16 - I Lot / Cage
- 18 - Smithfield Road
- 19 - Media Building
- 20 - B Lot (shuttle provided)

**Public RV Parking**

**Public Parking**

 (shuttle provided)

6.27.19 SUBJECT TO CHANGE PRIOR TO SEASON

VIRGINIA TECH CONTRACT NUMBER UCP-TS-032-15

Contractor: Rhino Sports and Entertainment

Commodity Service: Event Staffing Services

Pricing Schedule For The Period Of June 1, 2019 Through May 31, 2020

Category	Rate Proposal 2019-2020 2.2% or less
Customer Services, Usher, Ticket Taker	\$16.75
FB/Basketball Parking	\$16.65
Security	\$19.00
Customer Service Supervisor	\$20.00
Parking Supervisor	\$20.00
Security Supervisor	\$21.50
Project Manger	\$28.00
Administrative	\$13.50
Overnight 11pm-7am	+\$3

**ANNUAL TRAINING CURRENTLY INCLUDED IN HOURLY RATES**

Employees are paid for all time at the trainings listed

	New Staff	Returning Staff	VT Athletics will pay for up to \$2,500 with the understanding that Rhino will provide and cover the cost of training above and beyond this amount.  It is agreed that additional training above this amount is required for performance.
Rhino Orientation	2 hrs	Only new staff	
Football Job Specific	3 hrs	3 hrs	
All employee Customer Service Training	2 hrs	2 hrs	
Basketball/Other	1.5 hrs	1.5 hurs	

Proposal to :

**Virginia Tech**

*RFP #0060270*

Blacksburg, Virginia

Event Staffing Services

PRESENTED BY:  
**RHINO SPORTS**

CREATING UNSURPASSED CUSTOMER SERVICE EXPERIENCES SINCE 2012

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336.493.4639

Brett.Hickman@Rhino-SES.com

**RhinoSportsAndEntertainment.com**

119 Brookstown Ave.

Suite 203

Winston-Salem, NC 27101

# EXECUTIVE SUMMARY

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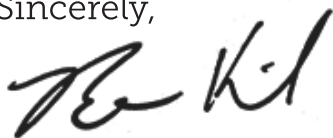
On behalf of our owners Billy D. Prim, Michele Wolfert and I, thank you for providing Rhino Sports & Entertainment Services the opportunity to serve you. We love sports and events and it is a big part of the fabric of our lives. Winning games, managing stadiums and having successful events are important; but the most gratifying part for us is serving clients like you and all your loyal fans. Whether it's a parking attendant greeting a guest with a smile or an usher helping a family to their seats, the culture at Rhino Sports & Entertainment Services is focused on one thing: Unsurpassed Customer Service. Customer Service is more than a buzz word to us, it's who we are. We are dedicated to providing excellent face-to-face interactions with the fans we proudly serve.

We are very excited about the prospect of being selected by you to be your sports and entertainment services provider. You have my commitment, that we will deliver to you the very highest quality customer service experience at the very best value. We look forward to meeting with you and the selection team to further discuss your needs. Please feel free to contact me with any questions you may have, and thank you again for the opportunity to serve you.

We feel we can increase the level of service your customers receive in all categories. The financial arrangements listed in each proposal are negotiable and we are open to more unique arrangements. We feel the traditional model of a dollar amount per hour is no longer the way to create lasting partnerships.

Having been the Assistant Athletic Director for Operations at Wake Forest University, I understand that changing staffing companies is a difficult decision. However, to achieve a new look, feel, and atmosphere, a full change is often necessary. Rhino Sports has a record of success and we are interested in partners like you that have decided to bring the customer service experiences at their sporting events to a higher level of excellence. We truly look forward to partnering with you to achieve an enhanced level of excellence for every fan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brett Hickman'.

Brett Hickman  
President, Operations  
Rhino Sports and Entertainment Services







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## **Rhino Sports & Entertainment Services**

119 Brookstown Avenue  
Suite 203  
Winston-Salem, NC 27101  
336.493.4639

**Brett Hickman**  
President  
Brett.Hickman@Rhino-SES.com

**RFP # 0060270**



Request for Proposal # 0060270

For

Event Staffing Services

January 24, 2020

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**



RFP 0060270  
GENERAL INFORMATION FORM

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: John Spence, CPPB Phone: (540) 231-3333 e-mail: jspenc@vt.edu.

**DUE DATE:** Proposals will be received until February 24, 2020 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

***Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.***

**TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: \_\_\_\_\_. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.


\_\_\_\_\_ **Large**

\_\_\_\_\_ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

\_\_\_\_\_ **Women-owned business** – A business concern 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 non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

\_\_\_\_\_ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

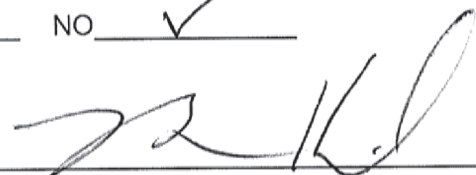
FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)  <i>Rhino Sports and Entertainment Services, LLC</i>		FEDERAL TAXPAYER NUMBER (ID#)  	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)  <i>Rhino Sports</i>	
PURCHASE ORDER ADDRESS <i>119 Brookstown Ave, Suite 203                  Winston-Salem, NC 27101</i>		PAYMENT ADDRESS <i>119 Brookstown Ave, Suite 203                  Winston-Salem, NC 27101</i>	
CONTACT NAME/TITLE (PRINT)  <i>Brett Hickman - President</i>			E-MAIL ADDRESS  <i>brett.hickman@rhino-ses.com</i>
TELEPHONE NUMBER  <i>336-493-4639</i>	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS <i>336-493-4639</i>	

I acknowledge that I have received the following addendums posted for this solicitation.

1  2  3  4  5  6  (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES  NO

SIGNATURE  Date: 2-17-20



**ADDENDUM # 1 TO RFP # 0060270**

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY** (Virginia Tech)  
**Procurement Department** (MC 0333)  
 North End Center, Suite 2100  
 300 Turner Street NW  
 Blacksburg, Virginia 24061

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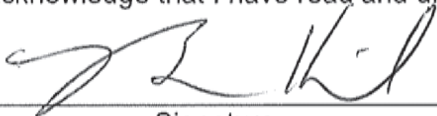
Event Staffing Services

1. QUESTION: Can a facility tour be scheduled?

RESPONSE: Yes, a facility tour has been scheduled for Thursday February 13, 2020 starting at 9:00 AM at Lane Stadium, 185 Beamer Way, Blacksburg, VA 24060 - Gate 6.

2. The due date and hour remains February 24, 2020 at 3:00 PM.

I acknowledge that I have read and understand this addendum in its entirety.

  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 2-19-20  
 Date

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for event staffing services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for five (5) year(s), or as negotiated. There will be an option for two, two year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Tech conducts approximately 50 to 75 events per year that require the services of a firm to provide staff to collect tickets, serve as ushers, conduct bag checks, provide unarmed security, and provide supervision of the overall process. Examples of events include collegiate football and basketball games, Virginia High School League championship games, small concerts and commencement ceremonies. The events typically take place at Lane Stadium, Cassell Coliseum, Burruss Hall and Squires Student Center. Other types of events and locations may occur. The average event duration is 3 hours. Attendance ranges between 500 and 66,000 people.

There will be requirements for overnight, unarmed security to protect and safeguard equipment, supplies and materials. There will also be requirement for pre and post-event assignments to secure parking lots and direct traffic within these lots.

Please note that all event staffing personnel shall be **unarmed** in the performance of their duties.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

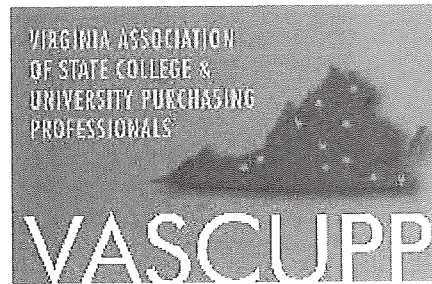
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

VI. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech 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 Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the



Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VII. STATEMENT OF NEEDS:

- A. Respond to requests from the university to provide a full suite of event management services as needed.
- B. Provide all personnel, equipment, uniforms and incidentals necessary to provide event staffing services.
- C. Provide two-way radio communications that interface with the university system.
- D. All staff members will be employees of the contract holder. All training, transportation and personnel accounting will be provided by the contractor.
- E. To be eligible for this contract, a security license from the Virginia Department of Criminal Justice Services is required. For further information, Offerors may contact the Department at (804)786-4700.

Please indicate the Private Security Service Business License number here:

11-15023

- F. Offerors must further agree to comply with any licensing, certification or training requirements that may be required by the Commonwealth of Virginia or Virginia Tech during the period of this contract.
- G. The selected Contractor shall prepare staffing plans in coordination with the Virginia Tech Athletic Department. Staffing plans shall be subject to the approval of Virginia Tech. Virginia Tech reserves the right to require changes as deemed necessary.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- 1. Provide an outline of the company and its experience in providing event management services similar in size and scope to those outlined in this solicitation. ✓
- 2. Provide information regarding the plan for providing services. Include information on standard staffing and supervision levels for different types of events. What types of communications and security equipment will be used? Include information on the training program and how the scheduling process will take place. Include details on criminal

background checks performed on personnel. Describe the uniforms that personnel will wear. Uniforms are to be VT branded and subject to the approval of VT Athletics.

3. Provide information on how the services will be priced. Hourly labor rates shall be all inclusive of uniforms, equipment, transportation, overhead, etc. Provide a chart with functional titles (e.g. usher, parking service, ticket taker) and the all-inclusive hourly labor rate for each. How long will quoted prices be in force, and how will price adjustments be addressed? Return Attachment D, Price Evaluation Scenario and Attachment E Parking Lot/Overnight Pricing Scenario.
4. Provide four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, client name, address, and the name and phone number of the individual Virginia Tech has your permission to contact.
5. Provide an overview of the training program inclusive of Customer Service Training, both initial and supplemental, Drug Testing Policy, and Pre/Post vent Briefing Procedure.
6. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov/>

7. The return of the General Information Form and addenda, if any, signed and filled out as required.

#### B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
  - a. **One (1) original and four (4) copies** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
  - b. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 2.e. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

**Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.**

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech 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, to prevent disclosure 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 materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that



constitute trade secret or proprietary information. 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.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	30
2. Qualifications and experiences of Offeror in providing the goods/services	30
3. Specific plans or methodology to be used to provide the Services	15
4. Cost (or Price)	15
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
	Total 100

B. Award

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 Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with 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, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, 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 this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

X. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 4:00PM on February 14, 2020. Inquiries must be submitted to the procurement officer identified in this solicitation.

XI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may



be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVII. CONTRACT ADMINISTRATION:

- A. Name, Title, Department, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVIII. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B - Zone Map for Cooperative Contracts
- Attachment C - Sample of Standard Contract Form
- Attachment D – Price Evaluation Scenario
- Attachment E – Parking Lot/Overnight Parking Pricing Scenario

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See:

[http://procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_07012019.pdf](http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012019.pdf)

**ADDITIONAL TERMS AND CONDITIONS**

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other 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.
- B. AUDIT:** The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 120 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 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.
- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: \_\_\_\_\_

Name of Bidder or Offeror	Due Date	Time Due
_____		Solicitation Number
Street or Box No.	_____	
City, State, Zip Code	Solicitation Title	

Name of Procurement Officer: \_\_\_\_\_

The envelope should be addressed to:



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- G. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page  
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Attn: John Spence  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
- I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT Cloud Data Protection Addendum final03102017.pdf](http://www.ita.vt.edu/purchasing/VT%20Cloud%20Data%20Protection%20Addendum%20final03102017.pdf)



**SPECIAL TERMS AND CONDITIONS**

**ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech shall 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.

**CONTRACT PERIOD:** The contract shall be for a period of five (5) years.

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: Rhino Sports and Entertainment Services Subcontractor Name: \_\_\_\_\_

License #: 11-15023 Type: Unarmed Security

**CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

**INSPECTION OF JOB SITE:** 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 Virginia Tech.

**INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

**PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

**PROPOSAL/BID ACCEPTANCE PERIOD:** Any Proposal/Bid received in response to this solicitation shall be valid for 90 days. At the end of the 90 days the Proposal/Bid may be withdrawn at the written request of the offeror/bidder. If the Proposal/Bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

**PROPOSAL/BID PRICES:** Proposal/Bid shall be in the form of a firm unit price for each item during the contract period.

**RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for two successive two year period(s), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL [http://www.ehss.vt.edu/programs/contractor\\_safety.php](http://www.ehss.vt.edu/programs/contractor_safety.php). A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

**SECURITY LICENSE:** In accordance with Section 9.1-138 et seq. of the Code of Virginia (1950), the offeror/bidder 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; central station alarm condition monitoring service; and/or private investigator service. Licenses must be obtained prior to submitting an offer. The contractor shall place their license number in the space provided below:

Private Security Services Business License Number: [REDACTED].

For assistance, Offeror/bidders may contact the Department of Criminal Justice Services at 804-786-4700.

**SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

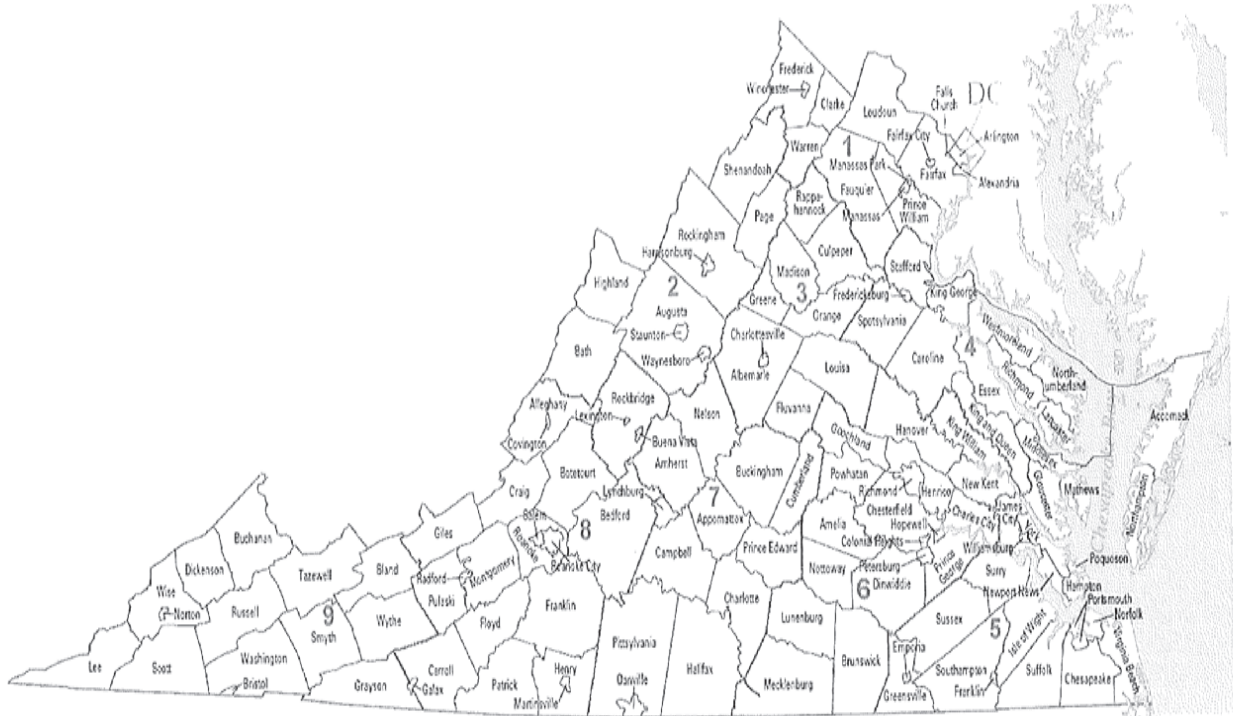
**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

**TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

**WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

**ATTACHMENT B**

**Zone Map**



**Virginia Association of State College & University Purchasing Professionals (VASCUPP)**

**List of member institutions by zones**

**Zone 1**  
**George Mason University**  
**(Fairfax)**

**Zone 2**  
**James Madison University**  
**(Harrisonburg)**

**Zone 3**  
**University of Virginia**  
**(Charlottesville)**

**Zone 4**  
**University of Mary Washington**  
**(Fredericksburg)**

**Zone 5**  
**College of William and Mary**  
**(Williamsburg)**  
**Old Dominion University (Norfolk)**

**Zone 6**  
**Virginia Commonwealth University (Richmond)**

**Zone 7**  
**Longwood University**  
**(Farmville)**

**Zone 8**  
**Virginia Military Institute**  
**(Lexington)**  
**Virginia Tech (Blacksburg)**  
**Radford University (Radford)**

**Zone 9**  
**University of Virginia - Wise**  
**(Wise)**

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in

the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone



ATTACHMENT C

# SAMPLE CONTRACT FORM

**Standard Contract form for reference only  
Offerors do not need to fill in this form**

COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract Number: \_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the \_\_\_\_\_ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From \_\_\_\_\_ through \_\_\_\_\_.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number \_\_\_\_\_ dated \_\_\_\_\_, together with all written modifications thereof and the proposal submitted by the Contractor dated \_\_\_\_\_ and the Contractor's letter dated \_\_\_\_\_, all of which Contract Documents are incorporated herein.

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

Contractor: \_\_\_\_\_ Virginia Tech  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT D**

PRICE EVALUATION SCENARIO

Please complete the following event staffing scenario with hourly rates as offered in your proposal. The classification and hours are hypothetical. Virginia Tech will use this scenario to evaluate and compare prices between offerors.

**Important: Return this completed attachment with your proposal.**

<u>STAFF CLASSIFICATION</u>	<u>HOURLY LABOR RATE</u>	<u>QUANTITY OF PERSONNEL</u>	<u># OF HOURS</u>	<u>EXTENDED PRICE</u>
Event Security	\$ <u>19</u> /hour	X 24	X 7 Hours =	\$ <u>3,192</u>
Overnight Security	\$ <u>22</u> /hour	X 3	X 8 Hours =	\$ <u>528</u>
Supervisor	\$ <u>22</u> /hour	X 3	X 8 hours =	\$ <u>528</u>
Ticket takers	\$ <u>16.75</u> /hour	X 20	X 5 hours =	\$ <u>1,675</u>
Ushers	\$ <u>16.75</u> /hour	X 20	X 5 hours =	\$ <u>1,675</u>
Grand Total				\$ <u>7,598</u>

**ATTACHMENT E**  
**PARKING LOT/OVERNIGHT PARKING PRICING SCENARIO**

Please complete the following event staffing scenario with hourly rates as offered in your proposal. The classification and hours are hypothetical. Virginia Tech will use this scenario to evaluate and compare prices between offerors

**Football and Basketball Lot attendant job description:**

Duties of a parking attendant includes regulating parking and traffic in an assigned lot and restricting unauthorized vehicles by checking permits to verify authorization.

Duties also include directing people to parking spaces and assisting with the flow of traffic within the parking lot.

Be able to direct cars to other assigned lots on campus.

The position requires standing for long periods of time outdoors in paved lots or grassy areas.

**Football Games**

Lots	Lot #	Workers Needed	Rate	7a+ 1pm # of Hours	Extended Price
Lower Stanger		3	17	6	306
Perry Street Lot 1		2	17	6	204
Perry Street Lot 2		2	17	6	204
Perry Street Lot 3		2	17	6	204
Perry Street Garage		4	17	6	408
Prices Fork 4		2	17	6	204
Prices Fork 6		2	17	6	204
IVT		6	17	6	612
Hahn Lot	13A	2	17	6	204
Solitude	14	2	17	6	204
Davidson	13	2	17	6	204
Derring	15	4	17	6	408
Price Hall	12	4	17	6	408
Bottom of Grove on West Campus		1	17	6	102
Golf Course <i>RV Cashier</i>		2	19	6	228
Duck Pond Overflow <i>RV Cashier</i>	17	2	19	6	228
Baseball Field Lot		2	17	6	204
CAGE	16	6	17	6	612
Vet School	7	4	17	6	408
Food Sciences		2	17	6	204
Smithfield Rd Lot	9	6	17	6	612
Smithfield Road	18	8	17	6	816
Grove Lane		2	17	6	204
Litton Reaves	8	5	17	6	510
Engel	11	2	17	6	204
Coliseum	1	4	17	6	408
Media Lot	M1	2	17	6	204
Cranwell		2	17	6	204
Fieldhouse	A	1	17	6	102
Greenhouse		1	17	6	102
Basketball Practice Facility		2	17	6	204



Washington Street		3	17	6	306
Arch Annex	19	2	17	6	204
West Stadium		2	17	6	204
Merryman Dr		1	17	6	102
Stadium	2	6	17	6	612
Track Soccer	4	2	17	6	204
Maintenance Lot	3	4	17	6	408
Back Gate		2	17	6	204
Barricades at PD		2	17	6	204
3A	3A	2	17	6	204
Chicken Hill	5	4	17	6	408
Rec Field	F	2	17	6	204
Media Lot Research Center	M2	4	17	6	408
Parking	P	2	17	6	204
Health And Safety	6	2	17	6	204
Rec Field Lot	6A	2	17	6	204
Dairy Barn		2	17	6	204
Band Lot		1	17	6	102
Electric Services		2	17	6	204
Stadium Woods		2	17	6	204
<b>Total</b>		<b>140</b>			<b>14,328</b>

**OVERNIGHT - SHIFT STARTS AT 5:00 PM**
*First 6 hours at standard rates. Listed*

Location	Lot #	Workers Needed	Rate	5pm-7am # of Hours	Extended Price
ADA		2	\$ 20	14	560
Arch Annex Lot	19	2	\$ 20	14	560
Chicken Hill(research )	5	1	\$ 20	14	280
Chicken Hill(southgate)	5	1	\$ 20	14	280
Coliseum Spring Rd	1	1	\$ 20	14	280
Coliseum Wash St	1	1	\$ 20	14	280
Dairy Barn		2	\$ 20	14	560
E Lot	E	2	\$ 20	14	560
Engel	11	2	\$ 20	14	560
Golf Course - Cashier		2	\$ 22	14	560
Litton reaves Duck Pond	8	2	\$ 20	14	560
Litton Reaves Washington St	8	2	\$ 20	14	560
Stadium (Southgate)	2	1	\$ 20	14	280
Stadium (Spring Rd)	2	1	\$ 20	14	280
The Cage (bottom)	16	1	\$ 20	14	280
The Cage main Entrance HABBI	16	1	\$ 20	14	280
The Cage Vet med	16	1	\$ 20	14	280
Track Soccer	4	1	\$ 20	14	280
Washington St		2	\$ 20	14	560

*11p-7a overnight rate*



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Basketball Practice Facility		1	\$20	14	280
Stadium Woods		2	\$20	14	560
<b>TOTAL</b>		<b>31</b>			<b>8680</b>



# RFP SUMMARY

In this section, we will address each point of your RFP individually and directly. We will be including our attachments after this section. For further details on some items we will reference a page number in the attachments. Thank you for giving us the opportunity to serve you.

## **I. PURPOSE**

Rhino Sports understands the purpose of this RFP.

## **II. SMALL, WOMAN-OWNED & MINORITY (SWAM) BUSINESS PARTICIPATION**

Rhino Sports understands the SWAM business participation mission.

## **III. CONTRACT PERIOD**

Rhino Sports understands that the contract terms are for 5 years.

## **IV. BACKGROUND**

Rhino Sports understands the background of Virginia Polytechnic Institute and State University and the expectations of staffing personnel.

## **V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM**

Rhino Sports understands the eVA electronic procurement system and has registered within the system.

## VI. CONTRACT PARTICIPATION

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Rhino Sports understands there is an opportunity for cooperative procurement and that participation is voluntary. We have submitted pricing for this bid (Zone 8) and different pricing for all other zones.

## VII. STATEMENT OF NEEDS

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**A. Respond to requests from the university to provide a full suite of event management services as needed.**

Rhino Sports understands and can fulfill this requirement.

**B. Provide all personnel, equipment, uniforms and incidentals necessary to provide event staffing services.**

Rhino Sports understands and can fulfill this requirement.

**C. Provide two-way radio communications that interface with the university system.**

Rhino Sports understands and can fulfill this requirement.

**D. All staff members will employees of the contract holder. All training, transportation and personnel accounting will be provided by the contractor.**

Rhino Sports understands and can fulfill this requirement.

**E. To be eligible for this contract, a security license from the Virginia Department of Criminal Justice Services is required. Please indicate the Private Security Service Business License number here:**

Rhino Sports understands, and has a current Private Security Business License. The number is: DCJS 11-15023.

## VII. STATEMENT OF NEEDS CONT.

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- F. Offerors must further agree to comply with any licensing, certification or training requirements that may be required by the Commonwealth of Virginia or Virginia Tech during the period of this contract.**

Rhino Sports understands and can fulfill this requirement.

- G. The selected Contractor shall prepare staffing plans in coordination with the Virginia Tech Athletic Department. Staffing plans shall be subject to the approval of Virginia Tech. Virginia Tech reserves the right to require changes as deemed necessary.**

Rhino Sports understands and can fulfill this requirement.

## VIII. PROPOSAL PREPARATION AND SUBMISSION

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- A. Specific Requirements**

Parts 1,2 & 5 will be covered in pages 31-61 of the proposal.

**1. Provide an outline of the company and its experience in providing event management services similar in size and scope to those outlined in this solicitation.**

**2. Provide information regarding the plan for providing services. Include information on standard staffing and supervision levels for different types of events. What types of communications and security equipment will be used? Include information on the training program and how the scheduling process will take place. Include details on criminal background checks performed on personnel. Describe the uniforms that personnel will wear. Uniforms are to be VT branded and subject to the approval of VT Athletics.**

**3. Provide information on how the services will be priced. Hourly labor rates shall be all inclusive of uniforms, equipment, transportation, overhead, etc. Provide a chart with functional titles (e.g. usher, parking service, ticket taker) and the all-inclusive hourly labor rate for each. How long will quoted prices be in force, and how will price adjustments be addressed? Return Attachment D, Price Evaluation Scenario and Attachment E Parking Lot/Overnight Pricing Scenario.**

**5. Provide an overview of the training program inclusive of Customer Service training, both initial and supplemental, Drug Testing Policy, and Pre/Post Event Briefing Procedure.**

## HISTORY AND EXPERIENCE

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Rhino Sports & Entertainment Services is based in Winston-Salem, North Carolina. At Rhino Sports, we fully intend to share with all our clients the ability to achieve the overwhelmingly positive fan and customer experience that many are accustomed to receiving in Winston-Salem.

We have a belief that an organization's success lies largely in its ability to recruit quality people who are dedicated to enhancing the brand of the clients we represent and training them to be even better. We've built an incredible customer service organization by creating a unique and open book training plan, maintaining strong and clear principles, and fostering a culture of constant self-evaluation.

While Rhino Sports & Entertainment Services is a young company established in 2012, the management and ownership team have over 60 years of combined experience and an extensive knowledge of college athletics. Billy D. Prim has been a successful entrepreneur and entered the sports arena in 2002 as the owner of the local Winston-Salem minor league baseball team. His success in business has allowed Rhino Sports to grow with the necessary resources needed to maintain a high level of excellence for our clients.

Hickman joined the Rhino Sports team in June of 2012, after working in Wake Forest University Athletics for 10 years, concluding as the Assistant Athletic Director for Event Management and Facilities. In 2007, Hickman co-founded CEFMA, Collegiate Event and Facilities Management Association, and formed it under the NACDA umbrella of organizations. He served as a Board Member from 2008-2012 and was elected as an officer in 2011 on track to become President of the organization had he not left working for an NCAA institution.

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## **VIII. A: Specific Requirements cont.**

### **Parts 1,2 & 5 cont.**

*"We started Rhino in 2012 because I couldn't find an event staffing company that could provide a 360 degree service even though we were willing to pay a premium for the service. The company didn't exist so we created one to provide premium level services for large venues. Our system is more than providing event staff, our partners have to be willing to invest in the customer experience and agree that the event staff creates the most touch points of any outreach program."*

*- Brett Hickman*

Wake Forest and the Winston-Salem Dash have been clients from day one. Rhino Sports then added Virginia Tech, Duke, NC A&T, Clemson, Liberty, Baylor and West Virginia to our growing list of clients.

While smaller in size, Rhino Sports has been the complete provider of services at Wake Forest for all events, including football, and basketball since 2012. While BB&T Field is a smaller college athletic facility the level of expectation by the athletic department is extremely high. By supplying every aspect of game day staff we have tested experience in providing services such as golf cart drivers, customer information booths, and coaches' escorts.

Rhino Sports also provides game day staffing for the minor league Winston-Salem Dash, an affiliate of the Chicago White Sox. BB&T Ballpark is the home for Dash baseball. Providing service for the Dash over the course of their season allows us to continuously improve our customer service training and delivery. Fans and guests attend minor league games for the experience not necessarily the game results. This has allowed us to create a training program and a methodology of operation for our company that results in the highest level of customer service and satisfaction.

Wake Forest and the Winston-Salem Dash accounts created our proof of concept. Rhino Sports has previously completed five full seasons at Virginia Tech. Rhino Sports and I personally remain deeply committed to a successful operation and finding ways to improve every year.

Providing over 600 staff for Clemson in the areas of security, ushers, guest information and ticket scanning, has helped improve our operation for a stadium of over 81,000 fans. While we share the facility with another provider, Rhino Sports has created a partnership with the Athletic Department that puts the needs of the client first. Our open book pricing models allow for better cooperation in providing the best services for each client.

The recent additions of Liberty, Baylor and West Virginia have proven a successful shift in financial models allowing for stronger partnerships. Liberty and Baylor are also two institutions leading the country in security standards, including, but not limited to walk through metal detectors. We have created and implemented training on magnetometers and hand-held wands.

**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**



If a man is called to be a street sweeper, he should sweep streets even as Michaelangelo painted or Beethoven composed music or Shakespeare wrote poetry. He should sweep streets so well that all of heaven and earth pause to say 'Here lived a great street sweeper who did his job well.' - *Martin Luther King Jr.*

**AWARDS**

**2012**

- Usher of the Year
- Usher Team of the Year

**2014**

- Parking Attendant of the Year
- National MVP x2
- Greeter of the Year
- Exit Usher of the Year

**2015**

- #1 Usher rank
- #1 Exit rank
- #2 Entry rank
- #2 Guest services overall rank
- #3 Parking overall rank
- Ushering Team of the Year

**2016**

- Usher Team of the Year
- #1 Overall parking rank
- # 1 Entry overall ranking
- Exit Usher Team of the Year
- Exit Usher Individual of the Year
- National MVP x 3

**2017**

- #1 Guest Services

**2018**

- #1 Guest Entry Individual
- #1 Gate Security Individual
- #1 Guest Services Team
- #1 Guest Services Interior Individual
- #1 Usher Individual

**2019**

- #1 Entry Scanner Team
- #1 Entry Security Individual
- #1 Guest Services Team
- #1 Guest Services
- #1 Exit Individual
- #1 Usher Individual

**ABOUT OUR AWARDS**

Rhino Sports consistently is given high recognition in numerous categories. Since the beginning in 2012, the following results paint a clear picture of our success.

Ephus 21 is the industry leader in measuring the effectiveness of collegiate athletic programs management of the game day experience through our service of Venue Check. Their company works with over 50 Division 2 programs with the Venue Check service which measures the fan experience in the following areas: ticketing, parking, entrances, concourse, guest services, ushers, exiting, merchandising, food service, and security.

**NOTHING TELLS A STORY BETTER THAN CONSISTENT RESULTS.**



## VIII. A: Specific Requirements cont. Parts 1,2 & 5 cont.

### Frank Bonnewitz

Father of Baylor University Student

"My wife and I were at Baylor this weekend to visit our daughter Julia. We had our 2 year old son Levi that we are in the process of adopting with us. My wife and Julia had arranged the trip as a birthday present for me. I was very excited to experience a game at McLane stadium for the first time. We got to the game and as you can imagine everyone was quickly frazzled trying to keep up with a 2 year old who was into everything. We saw the berm area and figured that would be a great area for him to play while we watched the game, but of course we didn't have tickets for that area. In stepped Scott who took us to the ticket booth and assisted in getting our tickets converted. We walked into the berm and everyone's disposition immediately changed. We had a fantastic time! Levi was able to run and play and I watched an incredible game. Scott stopped by later to check on us. Please pass along our thanks for Scott's display of excellent customer service."

### Dr. Allen R. Jones, Jr.

Guest visiting Duke University

"I would be remiss if I did not advise the two of you about the wonderful experience my family and I enjoy as we enter the Blue Devil Tower gates. I can name a few but the security personnel that stands out is the smiling face of Ms Bonita Douglas who stands on the "D" in the lobby she is genuinely friendly and personable. As an avid sports fan, Iron Duke member and strong supporter of the University, I felt it important to share."

## TESTIMONIALS

### Shelley Copeland Ruiz

Mother of a potential Liberty student

I was visiting Liberty this week with my daughter for CFAW. At convocation I was impressed with the level of security and professionalism. Gives me comfort in knowing my daughter will be well cared for. At the TobyMac concert, we met Latanya Carter. My daughter & I (being from Florida) wanted to go see the snow. She checked to be sure it was ok, made sure we knew we would have to go back through security. She made sure we were safe but also gave us that personal touch and encouraged my daughter! Thank you for doing a great job! What a great experience!

### Betsy & Sarah Lou Bracken

Baylor fans

I am not writing about employment but wanted to let you know that one of your employees was so helpful at the Baylor-UTSA game. My mom is on a walker and one of your employees came up to us to ask my mom if she wanted to take the elevator (of course we did, but we missed it)- he noticed that we had walked right past the elevator and he wanted to make it easier on my mom so he escorted us to the elevator. He was very helpful and friendly so my mom and I wanted to make sure his supervisors' were aware of his actions:). It's not always the norm to find helpful and friendly employees, but he certainly is! We appreciated his concern and help!

### Rhonda Castagne

Rhino Sports Liberty employee who worked at Martinsville Speedway

I wanted to thank you for giving me the opportunity to work for and with Rhino this past weekend as a weekend warrior. When I went to the pre employment introduction to Rhino and to post hire orientation, they told us how Rhino is a family and how we set out at each event to provide an unsurpassed customer experience to everyone all the time. However the few events I did work in Lynchburg I loved the environment and the team/family approach to providing the unsurpassed customer experience. This past weekend really showed what a team and family Rhino is when all the different accounts came together and worked as one family to continue to provide the unsurpassed customer experience to everyone all the time. It was great to have the leadership support. I just wanted to say what a pleasure and fun experience it was to come work with the Rhino family for an entire weekend. I wish I was going back to work for Rhino today instead of sitting at my finance manager desk today. What a great job you have done in putting your company together and building your leadership. I look forward to many more outings with the Rhino Family. Have a great day.

## **VIII. A: Specific Requirements cont. Parts 1,2 & 5 cont.**

### **Brian Haack (aka Jeremiah's Daddy)**

Guest visiting the Winston-Salem Dash with his Autistic 9 year old son

"I wanted to write back to let you know what a wonderful, special time my boy and I had last night, which was his first ever ball game. At nine years old, most of his peers have been going to the ballpark for years, but this was something he couldn't handle up until now.

One of the things kids with Autism struggle with is knowing how to engage socially, and a baseball stadium is a big place with a lot of people and a lot going on. It can be an overwhelming place for kids like him. I won't lie, I was concerned for him - and he expressed (several times) how nervous he was and begged me to let him stay home because he was afraid to go.

We got off to a bad start because I was so nervous getting him out of the house, that I forgot his noise attenuating headphones. He gets overwhelmed with too many sensory stimuli (especially sounds) but when things aren't too noisy, he can relax and responds better to instruction. I explained our situation to the customer service staff and they jumped into action. Soon a gentleman delivered some earplugs and headphones to us at our seats (talk about going above and beyond the call of duty!). That man also gave my boy his first baseball. He was very excited about it and couldn't wait to show his mother when we got home.

That man may think all he did was bring a kid some earplugs, but let me tell you what he really did.

As soon as my son put those earplugs in, I could see him relax. From then on it was a magical evening. As a disability advocate, I saw that a ballpark can be a therapeutic place for kids with Autism. It is culturally rich, crowded and busy place which offers challenges, while also offering a whole litany of predictable traditions that a child with Autism can be taught to understand and participate in. This helps them feel like they belong.

Sometimes the familiarity of your job becomes so routine that its easy to forget that since work is where a person spends the majority of their waking hours, this is where we encounter the greatest number of people. Work, therefore, is where we stand the best chance of making a significant difference in the lives of the people around us...many of whom live daily battles we know nothing of. This is certainly our case. It's not a battle that I regret--not one that I would trade for anything in the world, because I adore my boy, but it does influence every part of my life and how I make decisions about everything--and I do mean everything.

I wish I knew that man's name...the one who got the earplugs for my son, but he did so much more than "get a kid some earplugs". Had he not done that, we would have had to leave the ballpark. By taking the time to help us, he opened up a brand new experience for my boy. An experience he wants to have again. Thanks to that simple act of personally attentive kindness, my boy now wants to come to the games all the time. Even now, so long after the game, when he says his prayers at night, he still thanks God for the Winston Salem Dash and for all the fun he had.

In my new job, I get to tell people about boys like my son and help them learn how to welcome them. People often tend to see the obvious social handicap and even when they are kind, they tend to minimize just how much my son is like them (and everyone else). People like my boy don't just want to just "be present"...they want to "belong". But, unfortunately, they know that their limitations often mean they can't "belong" without a little extra love and accommodation. That's why I'm so grateful to you and the Winston Salem Dash. You took steps which didn't merely "consent to my son's presence". Consent is not the same as "being welcomed". You took an active role in making sure he could not only come, but that he would enjoy, and I will always be grateful to you for that."

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**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]





[REDACTED]

A breakdown of the [REDACTED] process is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[Redacted]

[Redacted]

[Redacted]

[Redacted]



Ticket scanner working with a fan at BB&T Field // Wake Forest University



Staff member working a field position at Lane Stadium // Virginia Tech

**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

[Redacted text block]

[Redacted text block]

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**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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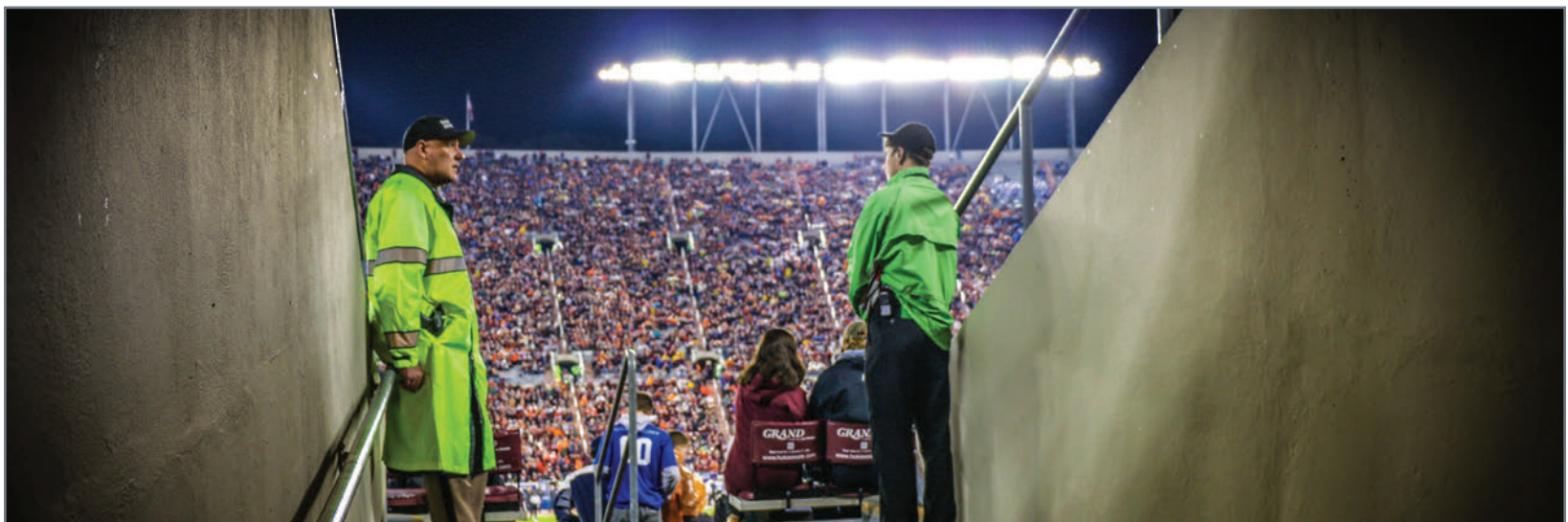
**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[Redacted]

[Redacted]

[Redacted]

[Redacted]



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**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

**Background Checks**

Rhino Sports is able to provide background checks prior to assigning any person to a position upon a client's request. This documentation can be made available to the client or campus police within 24 hours of such a request.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Drug Testing**

Rhino Sports reserves the right to drug test any employee with probable cause. This may include repeated tardiness or disengaged behavior.

[REDACTED]

- Rhino Sports has a zero tolerance policy for abusive language and behavior issues. It is more likely that someone would be immediately terminated for behavior issues rather than drug tested.



**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[REDACTED]

In order to provide staffing level required by the client for special events and athletics,

[REDACTED]

Staffing levels and specific posts will be determined by the client following consultation with Rhino Sports.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

If selected, Rhino Sports will review requirements for reporting times for all sporting and entertainment events with the client and will develop a unique plan for you.

[REDACTED]

---

**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

The following reporting time requirements are our current standards:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Based on recent labor laws and rulings that are in favor of employees, we are required to pay employees for reasonable time during our check-in process. Paid time for employees is subject to change based on new or interpreted laws.

[REDACTED]

For shifts lasting over 8 hours, [REDACTED]

[REDACTED]

The maximum number of hours we will allow our employees to work is [REDACTED]

[REDACTED]

**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[REDACTED]

If minimal additions or subtractions are made and all reasonable efforts to communicate those changes have been made, Rhino Sports will be able to provide or remove the staff.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.****UNIFORM & APPEARANCE**

Our goal is to brand the client, not ourselves, so we are only the secondary logo on the sleeve. [REDACTED]



Our standard uniform consists of black pants with belt, black socks, black shoes, and black or white t-shirt. We provide the staff with an approved polo or jacket. When necessary, we provide proper winter gear such as black winter hats and black gloves. Parking attendants are allowed to wear black shorts.

Every staff member will receive a Rhino branded hat at no charge to them or the client branded hat. [REDACTED]

---

**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]





**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**IT'S THAT PREPARATION THAT GOES INTO EACH WEEK.  
WE HAVE A TERM: 'TRUST YOUR TRAINING, TRUST YOUR TEAMMATE,  
AND TRUST YOURSELF.'**  
- DAN QUINN

**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

**Additional Required Equipment cont.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[Redacted]

**Logistics**

One of the key components to our organizational structure is [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

As the employees continue through [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Our quality of service is bolstered by our layered approach to staffing events.



**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[REDACTED]  
The Rhino Sports [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

In the unlikely event [REDACTED]  
[REDACTED]  
[REDACTED]

In addition, in the unfortunate incidents of poor staff performance, [REDACTED]  
[REDACTED]  
[REDACTED]

As the Rhino culture begins to take hold [REDACTED]  
[REDACTED]  
[REDACTED]



---

**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

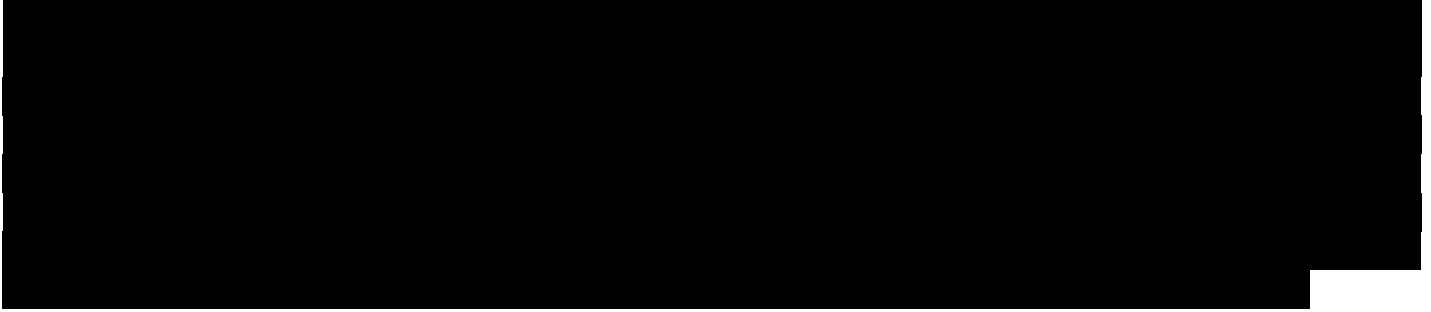
[REDACTED]

[REDACTED]

[REDACTED]



**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**





**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

**Radio Communication**

Rhino Sports will provide an average of one out of [REDACTED].  
Some pricing can be reduced if the amount is lowered. [REDACTED]

[REDACTED] Proper Radio communication is a part of our training. We review how to request assistance and how the conversation should flow.

[REDACTED]

[REDACTED]

[REDACTED]

Rhino Sports will provide additional communication tools to groups of employees who require every member of that group to communicate with each other. [REDACTED]

[REDACTED]

All radio traffic would be directed and flow through security command. [REDACTED]

[REDACTED]

[REDACTED]



**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

## **EVENT REPORTING & ANALYSIS**

Every employee [REDACTED]

Our first person at an incident will complete [REDACTED]

All staff members are required to [REDACTED]

Staff members will contact Security Command and/or a Rhino Sports Supervisor. Security Command or the Rhino Sports Supervisor will request necessary assistance from the client.

[REDACTED]

[REDACTED]

[REDACTED]

---

**VIII. A: Specific Requirements cont.**  
**Parts 1,2 & 5 cont.**

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]





**VIII. A: Specific Requirements cont.  
Parts 1,2 & 5 cont.**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**A. Specific Requirements cont.**

[Redacted text block containing multiple lines of blacked-out content]

**This section left intentionally blank.**



## ALL-INCLUSIVE PRICING SUMMARY Virginia Tech, Zone 8

Category	Previous Year rates	Bill Rate 2020-21	Bill Rate Future Years	Holidays
Usher, Ticket Taker	\$16.75	\$16.75	Plus CPI	Rate x 1.5
Parking	\$16.65	\$17.00	Plus CPI	Rate x 1.5
Parking Cashiers	N/A	\$19.00	Plus CPI	Rate x 1.5
Golf Cart Drivers	N/A	\$19.00	Plus CPI	Rate x 1.5
Security	\$19.00	\$19.00	Plus CPI	Rate x 1.5
Customer Service Supervisor	\$20.00	\$22.00	Plus CPI	Rate x 1.5
Parking Supervisor	\$20.00	\$22.00	Plus CPI	Rate x 1.5
Security Supervisor	\$21.50	\$22.00	Plus CPI	Rate x 1.5
Project Manager	\$28.00	\$28.00	Plus CPI	Rate x 1.5
Administrative	\$13.50	\$13.50	Plus CPI	Rate x 1.5
Overnight 11pm-7am	+\$3	+\$3	Rate +\$3	+\$4.50

### Employees are paid for all time at the trainings listed

	NEW STAFF	RETURNING STAFF
Rhino Orientation	2hrs	Only new staff
Football Job Specific	3hrs	3hrs
All employee Customer Service Training	2hrs	2hrs
Basketball/Other	1.5hrs	1.5hrs

In 2019 Rhino conducted paid trainings to employees at a total of over \$15,000. Rhino will continue to provide this level of training annually and provide documentation of the training. Virginia Tech will compensate no more than \$10,000 per year for training.

It is agreed that additional training above this amount is required for performance.

All staffing services provided on the following holidays will be billed at one and a half times the normal rate. Martin Luther King Jr Day, Memorial Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day. It is agreed that all staff will be paid one and a half times rate to encourage work and helping to fulfill the requirements of the event.

## ALL-INCLUSIVE PRICING SUMMARY Zones 1-7 & 9

Category	Bill Rate 2020-21	Bill Rate Future Years	Holidays
Usher, Ticket Taker	\$19.00	Plus CPI	Rate x 1.5
Parking	\$21.50	Plus CPI	Rate x 1.5
Parking Cashiers	\$21.50	Plus CPI	Rate x 1.5
Golf Cart Drivers	\$21.50	Plus CPI	Rate x 1.5
Security	\$21.50	Plus CPI	Rate x 1.5
Customer Service Supervisor	\$25.00	Plus CPI	Rate x 1.5
Parking Supervisor	\$25.00	Plus CPI	Rate x 1.5
Security Supervisor	\$25.00	Plus CPI	Rate x 1.5
Project Manager	\$30.00	Plus CPI	Rate x 1.5
Administrative	\$14.00	Plus CPI	Rate x 1.5
Overnight 11pm-7am	+\$3	Rate +\$3	+\$4.50

### Employees are paid for all time at the trainings listed

	NEW STAFF	RETURNING STAFF
Rhino Orientation	2hrs	Only new staff
Football Job Specific	3hrs	3hrs
All employee Customer Service Training	2hrs	2hrs
Basketball/Other	1.5hrs	1.5hrs

Training will be required at every location and all training will be paid and billed at the rates listed above.

All staffing services provided on the following holidays will be billed at one and a half times the normal rate. Martin Luther King Jr Day, Memorial Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day. It is agreed that all staff will be paid one and a half times rate to encourage work and helping to fulfill the requirements of the event.

**ATTACHMENT D**

PRICE EVALUATION SCENARIO

Please complete the following event staffing scenario with hourly rates as offered in your proposal. The classification and hours are hypothetical. Virginia Tech will use this scenario to evaluate and compare prices between offerors.

**Important: Return this completed attachment with your proposal.**

<u>STAFF CLASSIFICATION</u>	<u>HOURLY LABOR RATE</u>	<u>QUANTITY OF PERSONNEL</u>	<u># OF HOURS</u>	<u>EXTENDED PRICE</u>
Event Security	\$ <u>19</u> /hour	X 24	X 7 Hours =	\$ <u>3,192</u>
Overnight Security	\$ <u>22</u> /hour	X 3	X 8 Hours =	\$ <u>528</u>
Supervisor	\$ <u>22</u> /hour	X 3	X 8 hours =	\$ <u>528</u>
Ticket takers	\$ <u>16.75</u> /hour	X 20	X 5 hours =	\$ <u>1,675</u>
Ushers	\$ <u>16.75</u> /hour	X 20	X 5 hours =	\$ <u>1,675</u>
Grand Total				\$ <u>7,598</u>

**ATTACHMENT E**  
**PARKING LOT/OVERNIGHT PARKING PRICING SCENARIO**

Please complete the following event staffing scenario with hourly rates as offered in your proposal. The classification and hours are hypothetical. Virginia Tech will use this scenario to evaluate and compare prices between offerors

**Football and Basketball Lot attendant job description:**

Duties of a parking attendant includes regulating parking and traffic in an assigned lot and restricting unauthorized vehicles by checking permits to verify authorization.

Duties also include directing people to parking spaces and assisting with the flow of traffic within the parking lot.

Be able to direct cars to other assigned lots on campus.

The position requires standing for long periods of time outdoors in paved lots or grassy areas.

**Football Games**

Lots	Lot #	Workers Needed	Rate	7a-1pm # of Hours	Extended Price
Lower Stanger		3	17	6	306
Perry Street Lot 1		2	17	6	204
Perry Street Lot 2		2	17	6	204
Perry Street Lot 3		2	17	6	204
Perry Street Garage		4	17	6	408
Prices Fork 4		2	17	6	204
Prices Fork 6		2	17	6	204
IVT		6	17	6	612
Hahn Lot	13A	2	17	6	204
Solitude	14	2	17	6	204
Davidson	13	2	17	6	204
Derring	15	4	17	6	408
Price Hall	12	4	17	6	408
Bottom of Grove on West Campus		1	17	6	102
Golf Course <i>RV Cashier</i>		2	19	6	228
Duck Pond Overflow <i>RV Cashier</i>	17	2	19	6	228
Baseball Field Lot		2	17	6	204
CAGE	16	6	17	6	612
Vet School	7	4	17	6	408
Food Sciences		2	17	6	204
Smithfield Rd Lot	9	6	17	6	612
Smithfield Road	18	8	17	6	816
Grove Lane		2	17	6	204
Litton Reaves	8	5	17	6	510
Engel	11	2	17	6	204
Coliseum	1	4	17	6	408
Media Lot	M1	2	17	6	204
Cranwell		2	17	6	204
Fieldhouse	A	1	17	6	102
Greenhouse		1	17	6	102
Basketball Practice Facility		2	17	6	204



Washington Street		3	17	6	306
Arch Annex	19	2	17	6	204
West Stadium		2	17	6	204
Merryman Dr		1	17	6	102
Stadium	2	6	17	6	612
Track Soccer	4	2	17	6	204
Maintenance Lot	3	4	17	6	408
Back Gate		2	17	6	204
Barricades at PD		2	17	6	204
3A	3A	2	17	6	204
Chicken Hill	5	4	17	6	408
Rec Field	F	2	17	6	204
Media Lot Research Center	M2	4	17	6	408
Parking	P	2	17	6	204
Health And Safety	6	2	17	6	204
Rec Field Lot	6A	2	17	6	204
Dairy Barn		2	17	6	204
Band Lot		1	17	6	102
Electric Services		2	17	6	204
Stadium Woods		2	17	6	204
<b>Total</b>		<b>140</b>			<b>14,328</b>

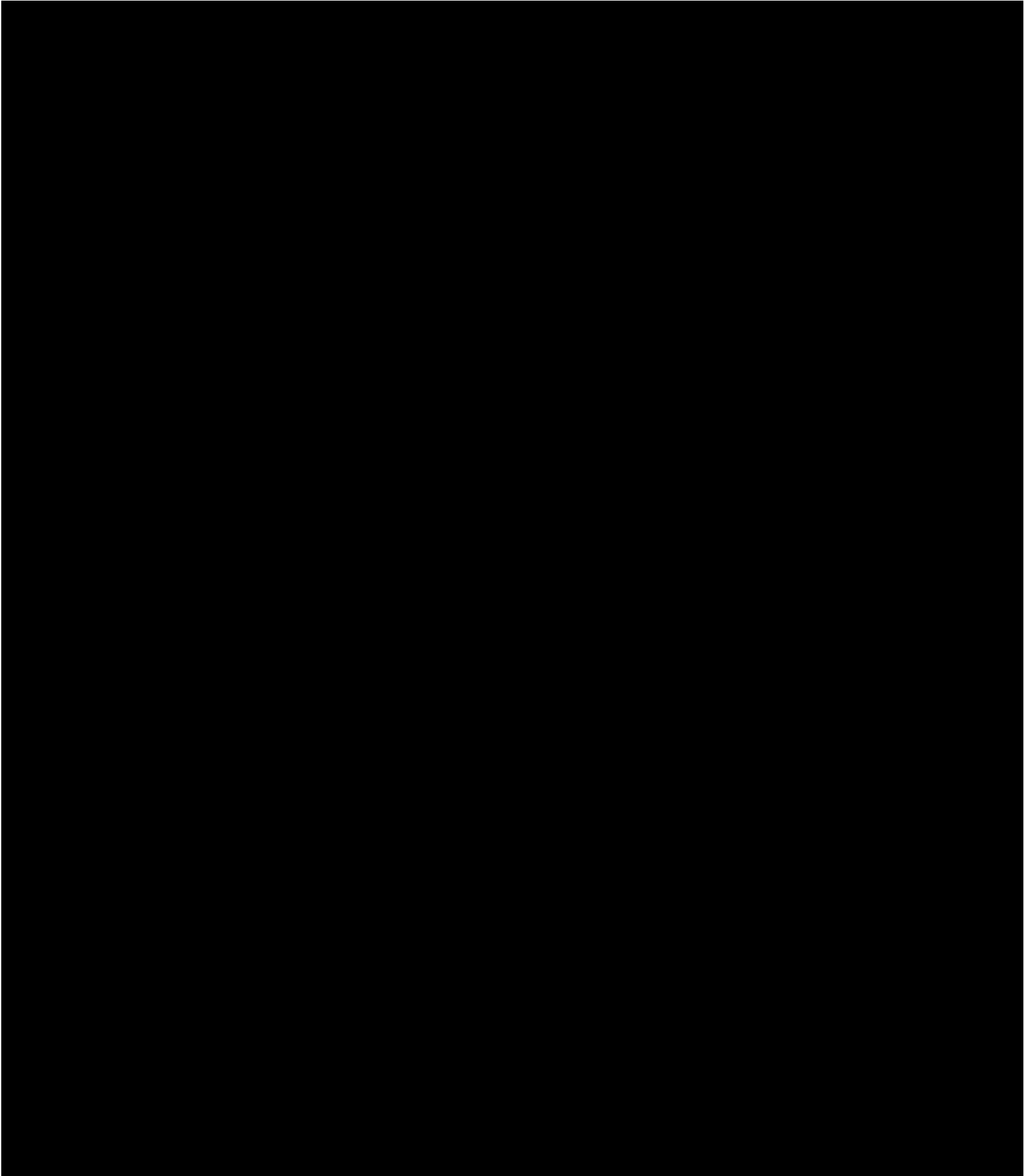
**OVERNIGHT - SHIFT STARTS AT 5:00 PM**
*First 6 hours at standard rates. Listed*

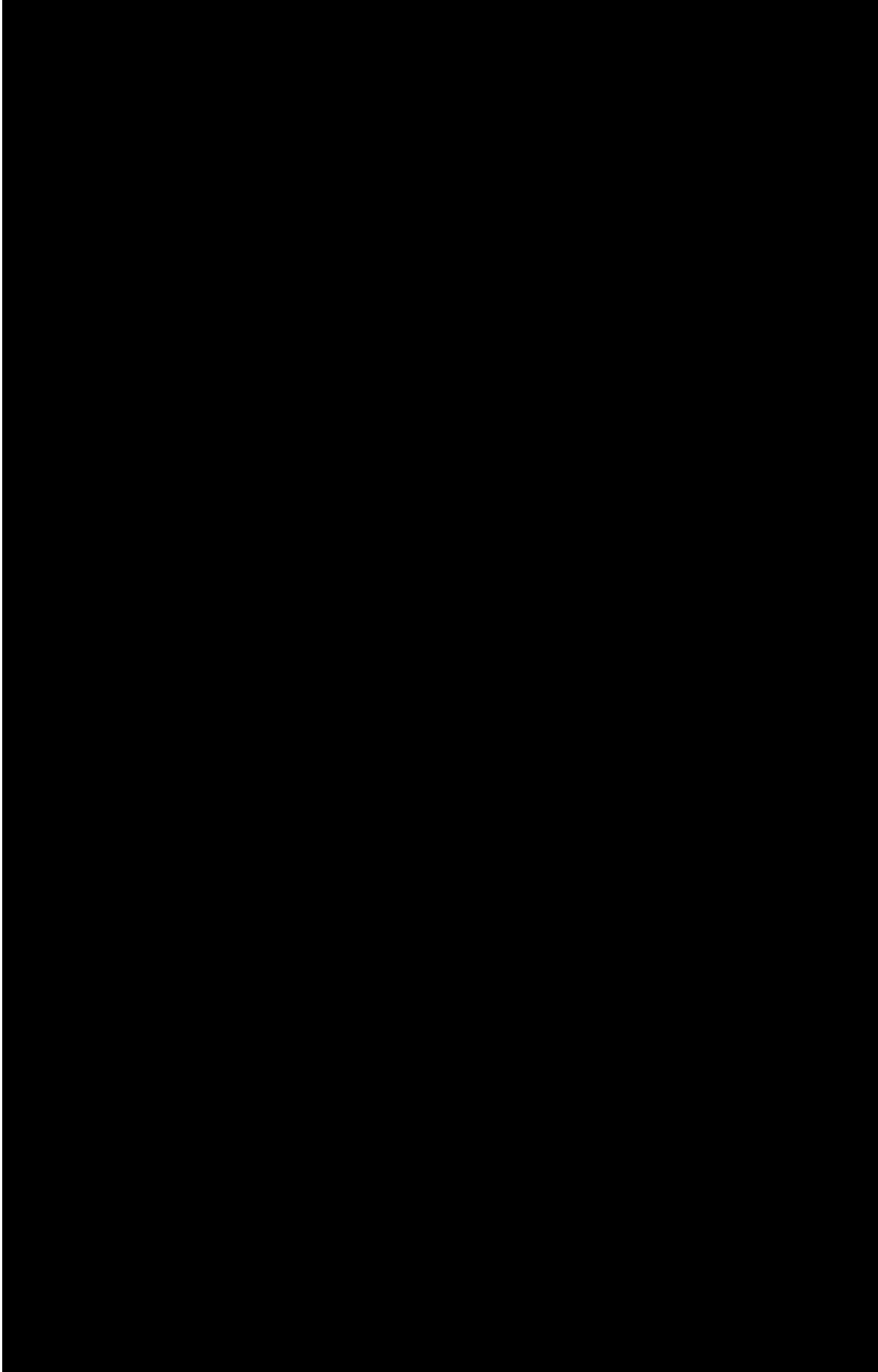
Location	Lot #	Workers Needed	Rate	5pm-7am # of Hours	Extended Price
ADA		2	\$ 20	14	560
Arch Annex Lot	19	2	\$ 20	14	560
Chicken Hill(research )	5	1	\$ 20	14	280
Chicken Hill(southgate)	5	1	\$ 20	14	280
Coliseum Spring Rd	1	1	\$ 20	14	280
Coliseum Wash St	1	1	\$ 20	14	280
Dairy Barn		2	\$ 20	14	560
E Lot	E	2	\$ 20	14	560
Engel	11	2	\$ 20	14	560
Golf Course - Cashier		2	\$ 22	14	560
Litton reaves Duck Pond	8	2	\$ 20	14	560
Litton Reaves Washington St	8	2	\$ 20	14	560
Stadium (Southgate)	2	1	\$ 20	14	280
Stadium (Spring Rd)	2	1	\$ 20	14	280
The Cage (bottom)	16	1	\$ 20	14	280
The Cage main Entrance HABBİ	16	1	\$ 20	14	280
The Cage Vet med	16	1	\$ 20	14	280
Track Soccer	4	1	\$ 20	14	280
Washington St		2	\$ 20	14	560

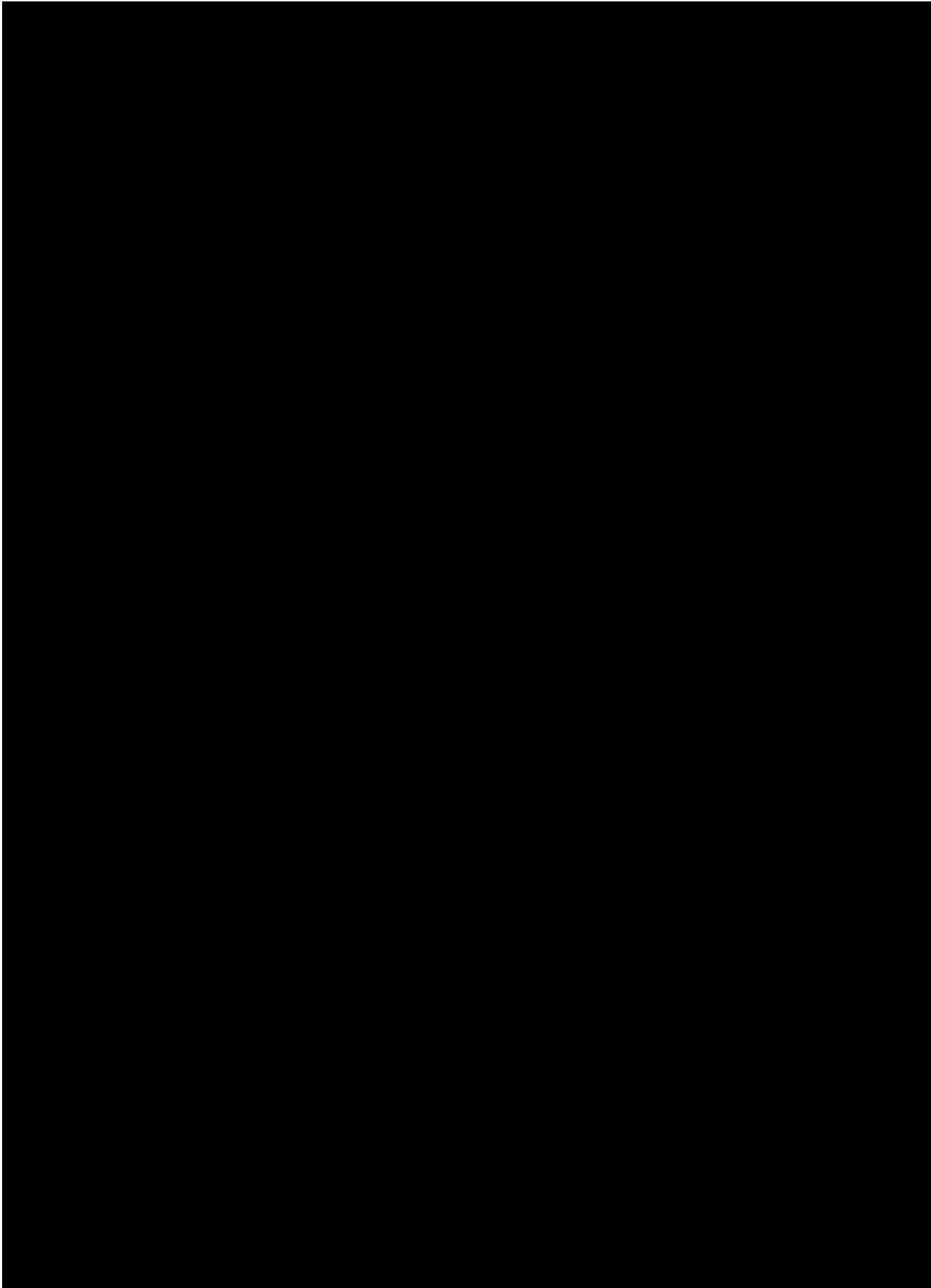
*11p-7a overnight rate*

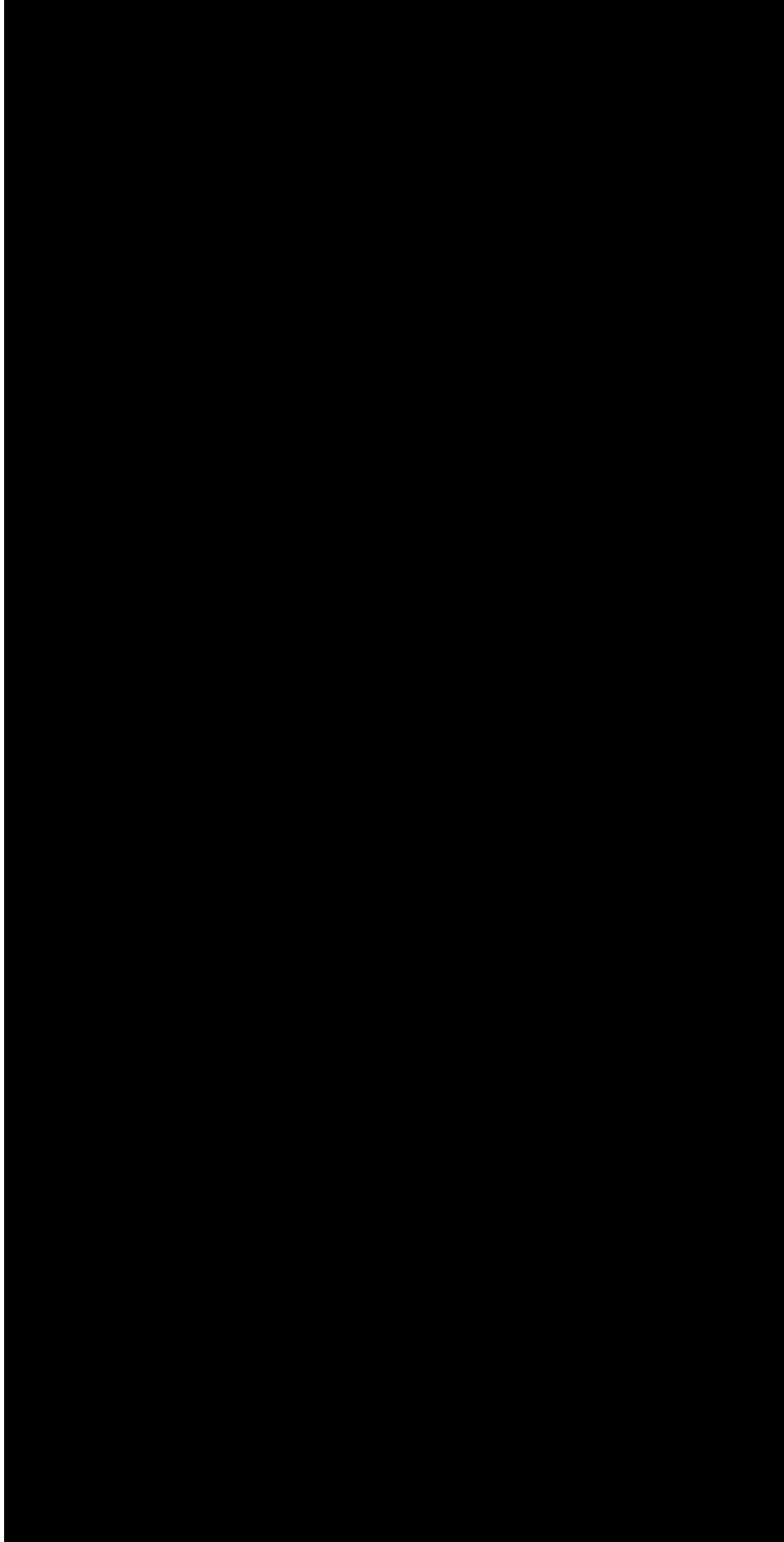


Basketball Practice Facility		1	\$20	14	280
Stadium Woods		2	\$20	14	560
<b>TOTAL</b>		<b>31</b>			<b>8680</b>









**A. Specific Requirements cont.**

**4. Provide 4 recent references, either educational or governmental, for whom you have provided the type of services described herein.**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



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**A. Specific Requirements cont.**

**6. Participation of Small, Woman-owned and Minority-owned Business (SWAM) Business: If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract.**

Rhino Sports is not a SWAM Business.

**7. The return of the General Information Form and addenda, if any, signed and filled out as required.**

Rhino Sports has attached the fulfillment pages starting on the next page.

**This section left intentionally blank.**



RFP 0060270  
GENERAL INFORMATION FORM

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: John Spence, CPPB Phone: (540) 231-3333 e-mail: [jspenc@vt.edu](mailto:jspenc@vt.edu).

**DUE DATE:** Proposals will be received until February 24, 2020 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

***Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.***

**TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: \_\_\_\_\_. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.

\_\_\_\_\_ **Large**

\_\_\_\_\_ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

\_\_\_\_\_ **Women-owned business** – A business concern 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 non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

\_\_\_\_\_ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.



**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)  <i>Rhino Sports and Entertainment Services, LLC</i>		FEDERAL TAXPAYER NUMBER (ID#)  [REDACTED]	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)  <i>Rhino Sports</i>	
PURCHASE ORDER ADDRESS <i>119 Brookstown Ave, Suite 203                  Winston-Salem, NC 27101</i>		PAYMENT ADDRESS <i>119 Brookstown Ave, Suite 203                  Winston-Salem, NC 27101</i>	
CONTACT NAME/TITLE (PRINT)  <i>Brett Hickman - President</i>			E-MAIL ADDRESS  <i>brett.hickman@rhino-ses.com</i>
TELEPHONE NUMBER  <i>336-493-4639</i>	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS <i>336-493-4639</i>	

I acknowledge that I have received the following addendums posted for this solicitation.

1  2  3  4  5  6  (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES  NO

SIGNATURE *[Signature]* Date: *2-17-20*

**ADDENDUM # 1 TO RFP # 0060270**

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY** (Virginia Tech)  
**Procurement Department** (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

DATE	DUE DATE AND HOUR
February 4, 2020	February 24, 2020 at 3:00 PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: John Spence, Buyer Senior E-MAIL ADDRESS: jspenc@vt.edu TELEPHONE NUMBER (540) 231-3333 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221
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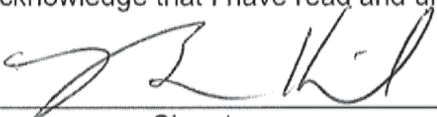
## Event Staffing Services

1. QUESTION: Can a facility tour be scheduled?

RESPONSE: Yes, a facility tour has been scheduled for Thursday February 13, 2020 starting at 9:00 AM at Lane Stadium, 185 Beamer Way, Blacksburg, VA 24060 - Gate 6.

2. The due date and hour remains February 24, 2020 at 3:00 PM.

I acknowledge that I have read and understand this addendum in its entirety.

  
\_\_\_\_\_  
Signature

2-19-20  
\_\_\_\_\_  
Date



Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VII. STATEMENT OF NEEDS:

- A. Respond to requests from the university to provide a full suite of event management services as needed.
- B. Provide all personnel, equipment, uniforms and incidentals necessary to provide event staffing services.
- C. Provide two-way radio communications that interface with the university system.
- D. All staff members will be employees of the contract holder. All training, transportation and personnel accounting will be provided by the contractor.
- E. To be eligible for this contract, a security license from the Virginia Department of Criminal Justice Services is required. For further information, Offerors may contact the Department at (804)786-4700.

Please indicate the Private Security Service Business License number here:

11-15023

- F. Offerors must further agree to comply with any licensing, certification or training requirements that may be required by the Commonwealth of Virginia or Virginia Tech during the period of this contract.
- G. The selected Contractor shall prepare staffing plans in coordination with the Virginia Tech Athletic Department. Staffing plans shall be subject to the approval of Virginia Tech. Virginia Tech reserves the right to require changes as deemed necessary.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- 1. Provide an outline of the company and its experience in providing event management services similar in size and scope to those outlined in this solicitation. ✓
- 2. Provide information regarding the plan for providing services. Include information on standard staffing and supervision levels for different types of events. What types of communications and security equipment will be used? Include information on the training program and how the scheduling process will take place. Include details on criminal

**SPECIAL TERMS AND CONDITIONS**

**ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech shall 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.

**CONTRACT PERIOD:** The contract shall be for a period of five (5) years.

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: Rhino Sports and Entertainment Services Subcontractor Name: \_\_\_\_\_

License #: 11-15023 Type: Unarmed Security

**CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

**INSPECTION OF JOB SITE:** 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 Virginia Tech.

**INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

**SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL [http://www.ehss.vt.edu/programs/contractor\\_safety.php](http://www.ehss.vt.edu/programs/contractor_safety.php). A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

**SECURITY LICENSE:** In accordance with Section 9.1-138 et seq. of the Code of Virginia (1950), the offeror/bidder 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; central station alarm condition monitoring service; and/or private investigator service. Licenses must be obtained prior to submitting an offer. The contractor shall place their license number in the space provided below:

Private Security Services Business License Number: [REDACTED].

For assistance, Offeror/bidders may contact the Department of Criminal Justice Services at 804-786-4700.

**SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech 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 his subcontractor(s) and shall assure compliance with all requirements of the contract.

**TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

**WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

## **B. General Requirements**

**1. In order to be considered for selection, Offerors shall submit a complete response to this RFP to include:**

**a. One original and four copies of the entire proposal**

Rhino Sports will provide all necessary copies.

**b. One electronic copy in Word format or searchable PDF (thumb drive)**

Rhino Sports will provide the electronic copies & thumb drive.

**c. If the Proposal contains proprietary information, provide one redacted hard copy with proprietary portions removed or blacked out.**

Rhino Sports will provide a redacted copy.

**d. Responses shall be submitted to the correct address and labeled with the appropriate information.**

Rhino Sports shall submit the information correctly by the deadline.

### **2. Proposal Preparation**

**a. Proposals shall be signed by an authorized representative of the Offeror. All information should be submitted.**

Rhino Sports shall submit the appropriate signed copy.

**b. Proposals should be prepared simply and economically providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.**

Rhino Sports shall compose the proposal appropriately.

**c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered.**

Rhino Sports shall submit the proposal in the appropriate format.

**d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.**

Rhino Sports shall submit the bound copies.

**e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act.**

Rhino Sports shall submit the appropriate copy.

## **B. General Requirements**

**3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal.**

Rhino Sports will be prepared to present if requested.

# **IX. SELECTION CRITERIA AND AWARD**

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## **A. Selection Criteria**

Rhino Sports understands the selection criteria and their values.

## **B. Award**

Rhino Sports understands the process of awarding this contract.

# **X. INQUIRIES**

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Rhino Sports understands the deadline for inquiries.

# **XI. INVOICES**

---

Rhino Sports understands the process for invoices.

# **XII. METHOD OF PAYMENT**

---

Rhino Sports understands the method of payment.

# **XIII. ADDENDUM**

---

Rhino Sports understands where to find the addendum.

# **XIV. COMMUNICATIONS**

---

Rhino Sports understands the process for communications.



## **XV. CONTROLLING VERSION OF SOLICITATION**

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Rhino Sports understands the controlling version of solicitation is the version released by Virginia Tech Procurement Services.

## **XVI. TERMS AND CONDITIONS**

---

Rhino Sports understands the terms and conditions listed in Attachment A.

## **XVII. CONTRACT ADMINISTRATION**

---

Rhino Sports understands who is the contract administrator.

## **XVIII. ATTACHMENTS**

---

Rhino Sports understands and has completed all the necessary Attachments. The completed pages can be found on 74-80. We have also included the entire completed RFP at the beginning of this proposal.

**This section left intentionally blank.**

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## **Rhino Sports & Entertainment Services Additional Attachments**

What you are about to read in Attachments A, B, C and D are actual “Teacher Notes.” Grammar, abbreviations and structure should not be evaluated. This is the outline our trainers use and is not handed out hard copy.



# ATTACHMENT A:

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**ATTACHMENT B:**

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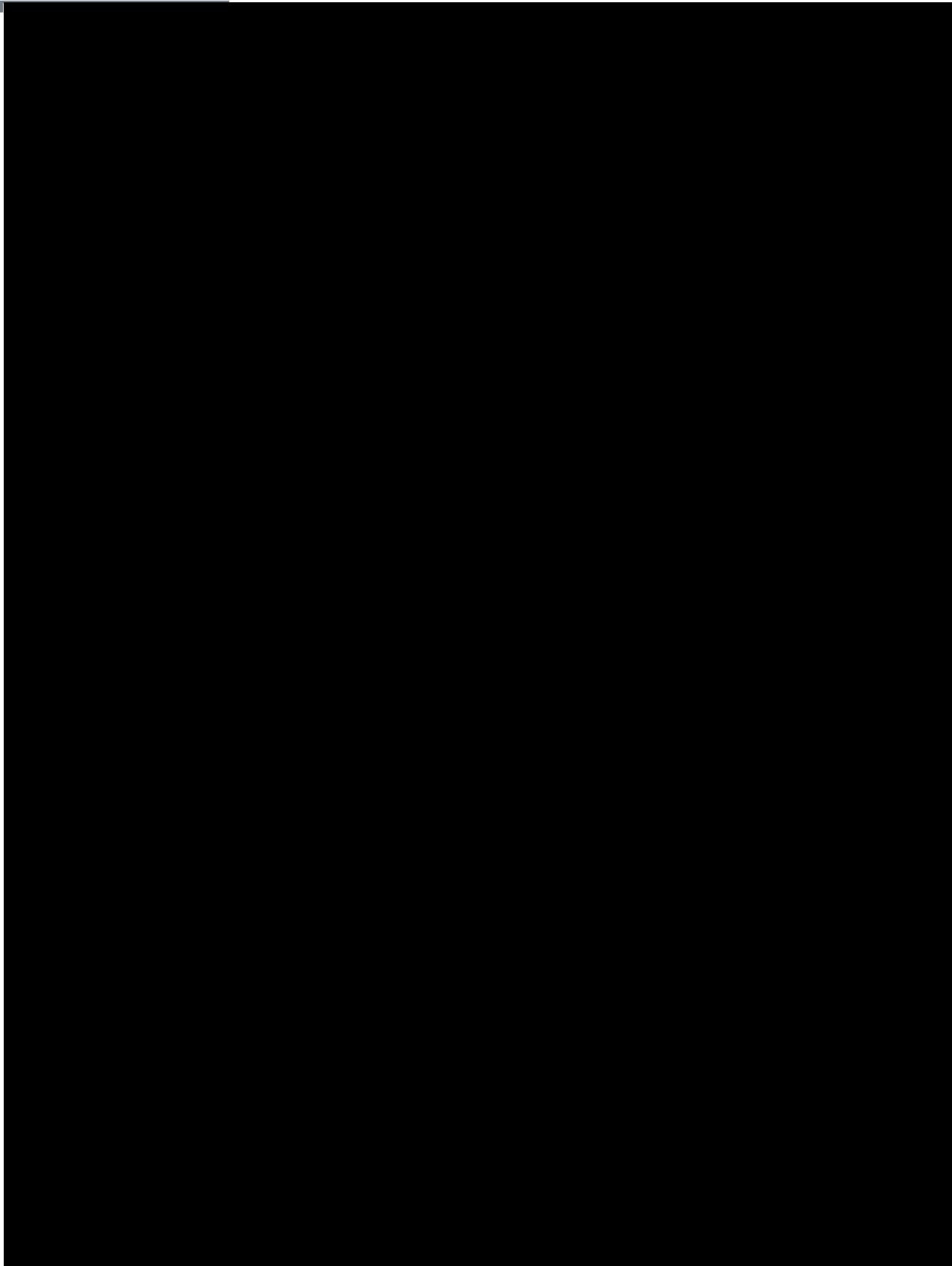
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# ATTACHMENT I: APPLICATION



# ATTACHMENT J: INTERVIEW SHEET

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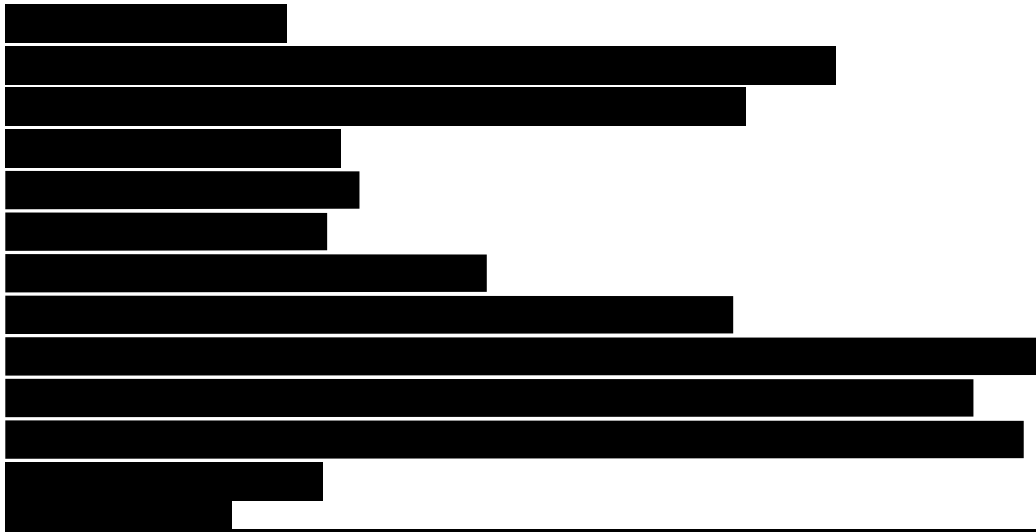
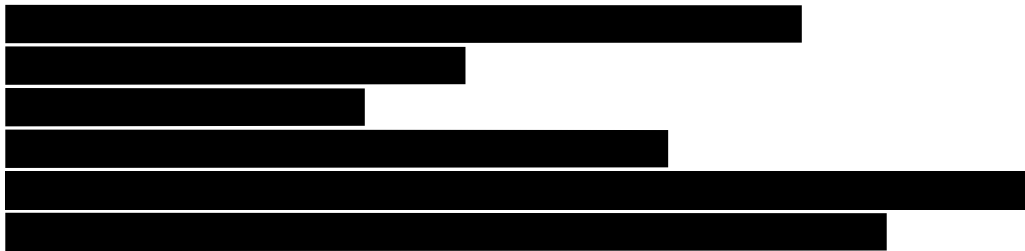
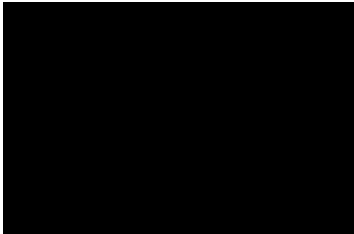
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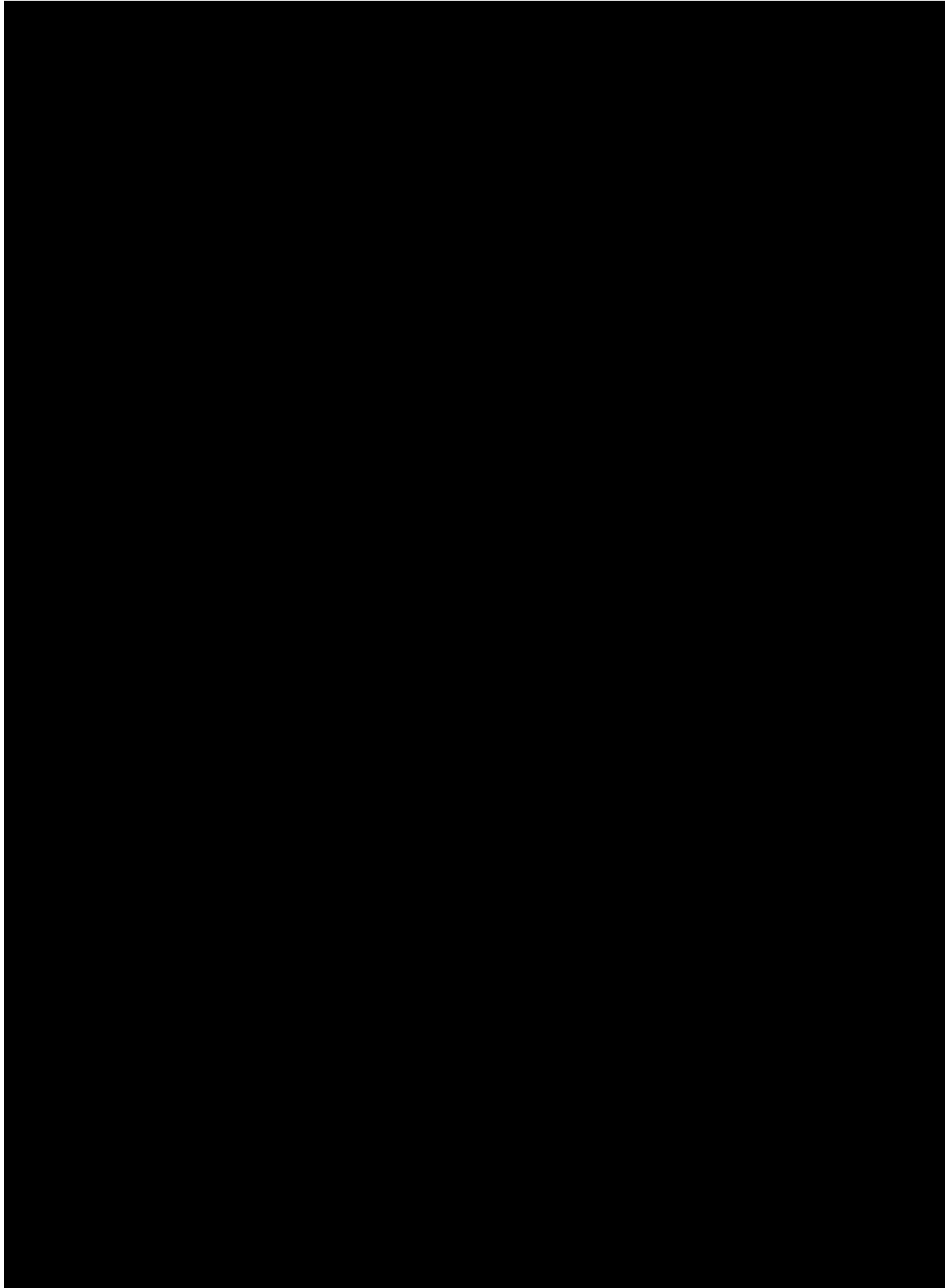
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# ATTACHMENT K: OPS TIMELINE

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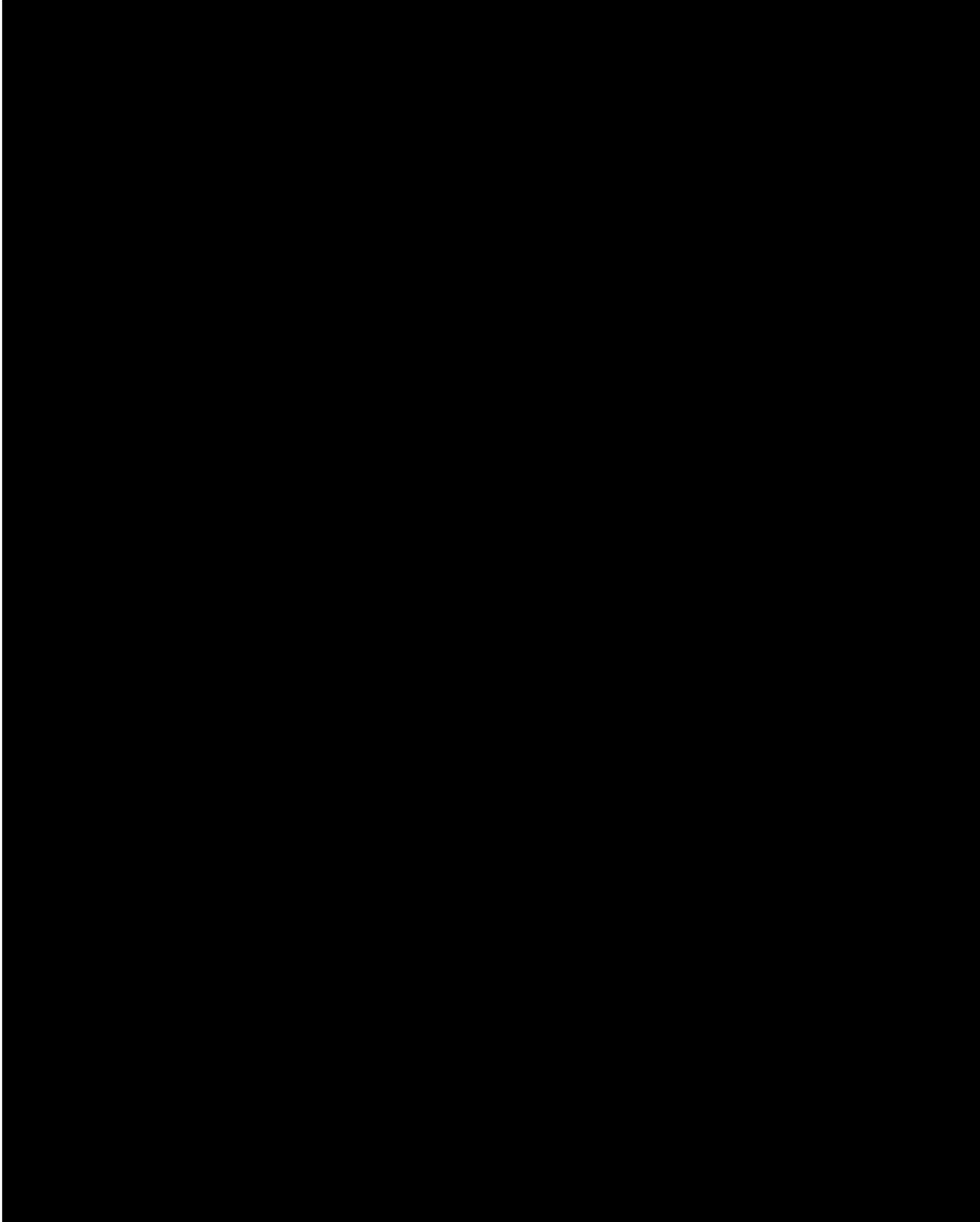
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TERMS AND CONDITIONS

1. Contractor shall staff events with employees that qualify as “seasonal” staffing under the Affordable Care Act (ACA) or other current legislation. In the event that Client requests employees that do not qualify as “seasonal” staffing or the Client requests a schedule that would require Contractor to provide benefits, Client shall pay additional costs, fees, and/or penalties to fully compensate Contractor for all costs associated with compliance of the ACA or other current legislation for those employees.

2. Client agrees to pay the holiday/overtime rates of one and a half times rates listed in the hourly pricing section or adjusted rates mutually agreed by both parties in the following circumstances:

- a. If a Contractor employee is requested by Client and works more than forty (40) hours per week for events covered by this Agreement,
- b. Acts of God including, but not limited to, snow, ice, fire, and flooding, that create overtime hours due to personnel’s inability to travel and relieve personnel assigned to posts,
- c. If Client requests a specific Contractor employee or specifies certain acceptable employees who may work an event or position, Client will pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot will be paid at the Supervisor’s rate),
- d. All services provided on the following holidays will be billed at one and a half times the normal rate (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

Martin Luther King’s Birthday	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve (Day)
Independence Day	Christmas Day
New Year’s Day	New Year’s Eve (Day) – after 5:00pm

3. If Client provides Contractor with less than seventy-two (72) hours-notice of personnel requests, Client shall pay one and a half times the standard rate per hour for such requests. If Client provides Contractor with less than twenty-four (24) hours-notice of personnel requests, Client shall pay the base rate plus double the standard rate per hour for such requests. These limits apply to a reasonable quantity request in the given amount of time. If higher rates are billed, the employees will be compensated at an equal rate increase. If the volume of request exceeds fifteen (15) people on short notice, Client agrees to pay the administrative fees per hour of work involved to find the staff, and

4. Contractor is not an insurer. The amounts paid to Contractor under this Agreement are based on the value of the Staffing Services provided and are unrelated to the value of the Client’s property or the property of others. Contractor shall not be liable for consequential or special damages arising out of this Agreement.

5. For any scheduled event that is cancelled within 7 days of the event, for any reason including but not limited to a Force Majeure, Client will compensate the Contractor fifteen (15) percent of the estimated total bill for the event.

6. Client Responsible for Security Procedures. While Contractor strives to provide its best business judgment in assisting the Client in providing operating and security procedures in association with the Staffing Services, the Client is ultimately responsible for operating and security procedures associated with the Staffing Services. Client specifically acknowledges and agrees that Client is solely responsible for its operating and security procedures.

7. In the event that Client requires Contractor personnel to operate any motor vehicle excluding golf carts, Client agrees to provide general liability and automotive insurance coverage for the driver and comprehensive and collision insurance coverage for the vehicle. Alternatively, Client will not request or require Contractor personnel to operate any motor vehicle.

8. Client will not solicit any Contractor employee to perform the same or similar work the employee was performing for Contractor.

9. Late Fees. Time and terms of payment are of the essence and the client shall pay any and all collections which may be incurred due to collection of any past due amounts. Contractor shall have the right to charge, and Client agrees to pay, a late fee equal to one and a half percent (1.5%) per month (or the maximum allowed by law, whichever is less) of the amount due that is not paid within 30 days after the time provided in the payment terms.

10. Contractor will not provide Staffing Services during any force majeure including but not limited to, acts of God, pandemic, fire, flood, strike or labor disputes, sabotage, riots, civil commotion, acts of civil or military authority, wars or hostilities involving the United States of America, terrorism, and earthquakes. If Staffing Services are requested during a force majeure Client agrees to provide a written job description to include the scope of work of each job location and job request. Client will acknowledge in such request Contractor's Hands Off Policy, any and all adjustments and safety precautions being taken by the Client for Contractor to perform work during the Force Majeure. A decision not to provide staffing during the Force Majeure based on conditions will not be considered a breach of contract.

11. Hands Off. Contractor has a "hands off" policy when dealing with potential or actual altercations. A copy of the policy is attached and incorporated herein. The parties agree that Contractor shall abide by its "hands off" policy while providing services pursuant to this Agreement.

12. Client is responsible for providing a safe work environment to include compliance with all local, state, and federal regulations. This will include requirements by the CDC, OSHA, and fire regulations concerning Client's property or venues. For example, all railings are secure, all steps are OSHA compliant, and the proper number and markings of fire exits and fire prevention are compliant.

13. Contractor shall ensure that its personnel wear a basic face covering that covers the nose and mouth when such a covering is required. Client will provide Contractor any and all other required materials necessary to provide the services pursuant to this Agreement including but not limited to Personal Protective Equipment (PPE) required by the Client, CDC, OSHA, state and/or federal government unless otherwise agreed to in writing or as a part of the proposed line item budget.

14. Age and Identity Verification. Client chooses to contract with Rhino Sports for Rhino Sports to provide age and identification verification of Client's customers desiring to purchase or consume alcoholic beverages and for Rhino Sports to provide Client's customers with wrist bands, ink stamps or other similar devices to designate legal alcoholic drinking age ("Wristband Services"). State statutes and regulations state that wrist bands, ink stamps, or other similar devices are not reasonable indications of age of a purchaser at the time of sale or distribution of alcoholic beverages. Rhino Sports is not providing point of sale alcoholic beverage sales to Client's customers and is not an Alcoholic Beverage Permittee. Rhino Sports and its employees have no specialized training or knowledge as to age and identification verification or to food preparation or food service.

- a. Release. Client hereby agrees to hold harmless and fully release Rhino Sports, their officers, assigns, affiliates, agents, employees, insurers, and legal representatives (each a "Covered Party" and collectively, the "Covered Parties") from any and all costs, fees (including attorneys' fees), charges, complaints, claims, liabilities, obligations, controversies, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, foreseen or unforeseen, direct or indirect, whether meritorious or frivolous, arising out of the Wristband Services.