



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1480944

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0618

Vendor ID: VS0000018473

SO Doc ID: BVH2500000001

Legal Name: UNIVERSAL PROTECTION SERVICE LP

Published Date: 9/10/24

Alias/DBA: UNIVERSAL PROTECTION SERVICE LLC/ALLIED  
UNIVERSAL SEC SVS

Close Date: 9/17/24

Total Bid: \$96.81

Close Time: 13:30

Response Date: 09/17/2024

Status: Closed

Solicitation Description: Open End Purchase For Security Services

Response Time: 10:22

Total of Header Attachments: 5

Responded By User ID: DRoose

Total of All Attachments: 5

First Name: Daniel

Last Name: Roose

Email: Daniel.Roose@aus.com

Phone: 908-391-7830



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1480944  
**Solicitation Description:** Open End Purchase For Security Services  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-09-17 13:30	SR 0618 ESR08302400000001588	1

**VENDOR**  
 VS0000018473  
 UNIVERSAL PROTECTION SERVICE LP

**Solicitation Number:** CRFQ 0618 BVH2500000001  
**Total Bid:** 96.81000000000000227373675443 **Response Date:** 2024-09-17 **Response Time:** 10:22:32  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Security Guard Regular Hours	1.00000	HOUR	18.690000	18.69

Comm Code	Manufacturer	Specification	Model #
92121504			

**Commodity Line Comments:**

**Extended Description:**

See Attached Exhibit "A" to input pricing!  
Security Guard Regular Hours

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Security Guard / Shift Supervisor Regular Hours	1.00000	HOUR	20.030000	20.03

Comm Code	Manufacturer	Specification	Model #
92121504			

**Commodity Line Comments:**

**Extended Description:**

See Attached Exhibit "A" to input pricing!  
Security Guard / Shift Supervisor Regular Hours

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Security Guard-Overtime/Holiday Rate	1.00000	HOUR	28.040000	28.04

Comm Code	Manufacturer	Specification	Model #
92121504			

**Commodity Line Comments:**

**Extended Description:**

See Attached Exhibit "A" to input pricing!  
Security Guard Time And A Half Hours

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Security Guard / Shift Supervisor Overtime/Holiday Rate	1.00000	HOUR	30.050000	30.05

Comm Code	Manufacturer	Specification	Model #
92121504			

**Commodity Line Comments:**

**Extended Description:**

See Attached Exhibit "A" to input pricing!  
Security Guard / Shift Supervisor Time And A Half Hours

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ BVH2500000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

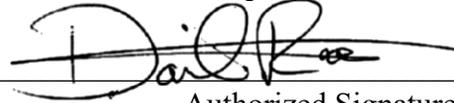
(Check the box next to each addendum received)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Universal Protection Service, LLC dba Allied Universal Security Services

Company



Authorized Signature

September 17, 2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Universal Protection Service, LLC  
dba Allied Universal Security Services

Name of Associate: Daniel Roose

Signature: 

Signature: 

Title: Director Government Services

Title: Director Government Services

Date: September 17, 2024

Date: September 17, 2024

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 13  
**Patrick Morrissey**  
**Attorney General**  
BY 

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) \_\_\_\_\_

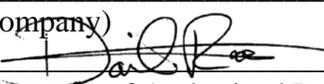
(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(email address) \_\_\_\_\_

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

\_\_\_\_\_  
(Company)   
\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative) (Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote

**Proc Folder:** 1480944  
**Doc Description:** Open End Purchase For Security Services  
**Proc Type:** Central Master Agreement

**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-29	2024-09-17 13:30	CRFQ 0618 BVH2500000001	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** VS0000018473  
**Vendor Name :** Universal Protection Service, LLC dba Allied Universal Security Services  
**Address :** 500B1 Prestige Park  
**Street :** 500B1 Prestige Park  
**City :** Hurricane  
**State :** West Virginia **Country :** United States **Zip :** 25526  
**Principal Contact :** Daniel Roose  
**Vendor Contact Phone:** 732-584-7905 **Extension:** direct

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X**

**FEIN#** 33-0973846

**DATE** Sept 17, 2024

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Veterans Home, to establish an open-end contract for Security Services at the WV Veterans Home located at 512 Water St, Barboursville, WV, per the attached documentation.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Guard Regular Hours	1.00000	HOUR	\$18.69	\$92,571.57

Comm Code	Manufacturer	Specification	Model #
92121504			

**Extended Description:**

See Attached Exhibit "A" to input pricing!

Security Guard Regular Hours

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Security Guard / Shift Supervisor Regular Hours	1.00000	HOUR	\$20.03	\$41,341.92

Comm Code	Manufacturer	Specification	Model #
92121504			

**Extended Description:**

See Attached Exhibit "A" to input pricing!

Security Guard / Shift Supervisor Regular Hours

INVOICE TO				SHIP TO			
WEST VIRGINIA VETERANS HOME 512 WATER ST				WEST VIRGINIA VETERANS HOME 512 WATER ST			
BARBOURSVILLE		WV		BARBOURSVILLE		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Security Guard-Overtime/Holiday Rate	1.00000	HOUR	\$28.04	\$1,121.60

Comm Code	Manufacturer	Specification	Model #
92121504			

**Extended Description:**

See Attached Exhibit "A" to input pricing!

Security Guard Time And A Half Hours

INVOICE TO				SHIP TO			
WEST VIRGINIA VETERANS HOME 512 WATER ST				WEST VIRGINIA VETERANS HOME 512 WATER ST			
BARBOURSVILLE		WV		BARBOURSVILLE		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Security Guard / Shift Supervisor Overtime/ Holiday Rate	1.00000	HOUR	\$30.05	\$1,202.00

Comm Code	Manufacturer	Specification	Model #
92121504			

**Extended Description:**

See Attached Exhibit "A" to input pricing!

Security Guard / Shift Supervisor Time And A Half Hours

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-09-09



An Allied Universal<sup>®</sup> Quotation to State of West Virginia  
for Open-Ended Security Guard Services - WV Veterans Home  
RFQ 0618 BVH2500000001

**Presented to:**  
**Brandon L Barr**  
State of West Virginia

**Presented By:**  
**Daniel Roose**  
Director Government Services  
Allied Universal Security Services

September 17, 2024

David H Pauline  
State of West Virginia  
2019 Washington Street, East  
Charleston, PA 25305

Dear Mr. Pauline,

Thank you for allowing Allied Universal® Security Services to participate in your procurement process and the opportunity to be the security provider of choice to the State of West Virginia Veterans Home. We understand the importance of quality security, and understand providing public facing security to provide a program that meets your current requirements and our ability to meet all your future needs as well.

Allied Universal is committed to our veterans, as we have an extensive network of veteran employees, and we make a specific goal of hiring our country's heroes.

Allied Universal has the breadth and resources to support all of your local needs with our more than 525 West Virginian residents that we employ, and there is no doubt we can meet the State's needs.

We are confident that our prominent presence and experience in West Virginia has enabled us to provide a quote with the correct wages to ensure the highest level of service to meet the State of West Virginia Veterans Home's expectations.

Our local management team of Charles (Chuck) Wimer and Shawn Bailey will provide hands on supervision and management of your security program locally, with the regional support from Nick Paros, Regional Vice President, along with all of our regional and national support teams.

We look forward to working with your organization. If you have any questions during your review process, please contact me at 732-359-4035 or [Daniel.Roose@aus.com](mailto:Daniel.Roose@aus.com). Or you can also contact Chuck Wimer at 502-645-2308 or [Charles.Wimer@aus.com](mailto:Charles.Wimer@aus.com).

Sincerely,



Daniel Roose  
Director Government Services  
Allied Universal Security Services

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## Vendor Qualifications

*For 65+ years, Allied Universal® has been keeping people safe, protecting property, and providing peace of mind through our dedication to quality leadership, industry expertise, and our commitment to building unparalleled employee and client relationships. As a leading provider of security services in North America, Allied Universal® is There for you.®*

*Our local presence in West Virginia entails over 525 employees.*

### **Our government experiences**

Allied Universal serves numerous government contracts, serving a wide variety of location types across states – from State Capitols to administration buildings, health care and human services offices, veterans homes and many more. These contracts span large geographies and up to 300 facilities under one contract. We provide armed and unarmed security officer services including access control, visitor and vehicle screening, mobile and foot patrols, and many others.

These include:

State of New Jersey	State of Delaware
State of Illinois	State of Georgia
State of Tennessee	State of Nevada
State of Florida	State of Washington
State of Massachusetts	City of New York City

We understand the complexity of maintaining compliance with rules and regulations while providing the required security services, considering the need for qualified, security professionals. Allied Universal's Government Services provides security services to 300 municipal, state, and Federal government clients across 500 individual sites nationwide, including single contracts covering up to 300 facilities. While each client contract is unique in scope and size, typical facilities Allied Universal secures include:

- City Hall, County Courthouse Complex, State Capitol Complexes, and Federal Facilities
- Courthouses
- City and County Agencies
- City and County Health facilities & Hospitals
- County Juvenile Assessment Centers
- City/County Water and Utilities
- Parking Facilities
- Veterans Homes
- City/County/Federal Child Care Centers
- Motor Vehicle and other Licensing Facilities
- Social Security and Human Services Centers

With our years of substantial experience and specialization in serving governmental entities nationwide, we leverage national best practices from existing programs and bring ideas and innovation to each client's future growth. Conducting operational business reviews to document the fulfillment of contract requirements and track key performance indicators will provide the accountability the State of West Virginia requires for the security provider to be flexible and accommodating to your diverse facility needs.

## Local Management



**NICHOLAS J. Paros**  
**Regional Vice President,**

Nick provides direct management and operations support for security services through three field offices in Delaware, Maryland, and West Virginia. He supports customers through proactive leadership of three direct reports, 28 indirect reports, and approximately 3,000 Security Professionals.

Nicholas joined Allied Universal® in 2021 through the acquisition of G4S where he was the Senior Vice President overseeing the Maryland, Delaware, South Jersey, Pennsylvania, and Ohio markets. While at G4S, he also assumed the roles of General Manager and Vice President. In addition, Nicholas was a Maryland State Trooper (Cadet through Lieutenant Colonel) between 1983-2006.

Nicholas earned a Bachelor of Science degree in Criminal Justice Administration from the University of Phoenix. He also completed John Hopkins University Executive Leadership Training, Maryland State's Police K-9 Training, Critical Infrastructure Security Training, Active Shooter Training, and numerous other programs.



**CHARLES WIMER**  
**Branch Manager – West Virginia, Allied Universal®**

Chuck manages and directs all operational, financial, administrative and staff activities assigned to West Virginia. This also includes leading the delivery of services through a team of managers: Single Site Accounts and/or Operations Managers, Client Managers, and Support Staff.

Prior to joining the Allied Universal team, Chuck spent the past several years working with US Security Associates in various roles, including Branch Manager, Operational Manager, and Client Manager, where he managed the Kentucky Market along with the Cincinnati book of business (approx. 30,000 hours).

Prior to joining Allied Universal, Chuck retired from the US Air Force. During his twenty-year career as a Security and Law Enforcement officer, he was a Flight Sergeant, Manpower Manager, Trainer, and Scheduler. He also served as Anti-Terrorism/Crime Prevention Non-Commissioned Officer and Emergency Service Team (SWAT) leader.



**SHAWN BAILEY**  
**Client Manager – West Virginia, Allied Universal®**

Shawn is a skilled manager with extensive operational experience in the security industry. For the past 25 years Shawn has lead diverse teams of professionals and has excelled in the fast paced and competitive environments.

Shawn joined Allied Universal in 2000, and has performed in positions from a site supervisor to an area roving supervisor, service manager to his current position of Client Manager. He has proven experience in attracting and retaining top talent to fill security positions and in the facilitation of ensure quality training is provided to our employees.

Shawn is a certified CPR/AED/First Aid instructor, as well as a certified instructor of CPI for verbal de-escalation, and received his EMT certification from the Collins Career Institute.

## Government Services Subject Matter Experts



**TRACY FULLER**  
**President, Government Services**

During her tenure with Allied Universal®, Tracy Fuller helped lead the organization to becoming the industry leader in the state and local government markets. Our Government Services Division serves as the organization's Subject Matter Experts (SMEs) for all aspects of government contracting with Federal, State and Local agencies. In her current role as President - Government Services, Tracy is responsible for guiding marketing strategy, customer initiatives, contract compliance and industry engagement while achieving organizational goals and objectives. Tracy represents Allied Universal® to various organizations focused on the government security industry. She is also an active member on numerous industry committees and projects and a frequent speaker and moderator for industry conferences.



**CHARLES BOHNENBERGER**  
**Senior Vice President, Government Services**

Charles Bohnenberger entered the private security industry more than a decade ago, bringing extensive experience in the public and private sectors. He leads our business in the local, state and federal government markets to provide security services to public agencies. He is responsible for contract compliance, financial performance, service offerings and brand development in such specialties as airports, port facilities, transit systems, government-owned utilities, courthouses and federal government facilities.

His experience in the public sector includes serving as a senior advisor to Pennsylvania Governor and former United States Secretary of Homeland Security Tom Ridge, and as an appointee in the George H.W. Bush Administration serving on the White House staff. He has also served as Senior Vice President and Team Leader of Government Banking for Santander Bank. Charles holds a BA in Political Science from Villanova University and a Master of Public Administration from the University of Pennsylvania. He represents Allied Universal® as a member of industry-related organizations such as the American Public Transit Association (APTS), the International Association of Chiefs of Police (IACP), the National Sheriff's Association (NSA), and the National Association of Security Companies (NASCO) Federal Protective Service Advisory Council. He holds positions on various committees within these organizations and serves as a subject matter expert to their membership, helping to develop best practices and industry standards.

***Our experience and expertise has been gained throughout of 65 years of providing security guard services.***

## Industry Leadership

Ensuring we stay up to date on the regulatory changes that can impact our services to governmental clients we are active members of a number of organizations including:

- International Association of Chiefs of Police Association (IACP)
- National Sheriff's Association (NSA)
- National Institute of Government Procurement (NIGP)
- Law Enforcement and Private Security (LEAPS)
- Federal Bureau of Investigation National Academy Associates (FBINAA)



## Required Information

**Legal Name:** Universal Protection Service LLC, dba Allied Universal Security Services

Incorporated on October 25, 2011 in Delaware (name changed with merger of Allied Barton and Universal Security Services)

Have been providing services since 1965

Local office: 500B1 Prestige Park, Hurricane West Virginia 25526  
304-727-4608, fax 304-205-0781  
24x7 x 365 days Assurance Center 866-703-7666  
(normal business hours- phones automatic transfer to assurance center after hours)

Primary Contract Manager:  
Charles Wimer  
502-645-2308 cell  
Charles.Wimer@aus.com

FEIN 33-0973846

Number of employees: 525 in West Virginia. 300,000 nationwide

Because we believe in developing strong partnerships with our clients, we will be immersed in your culture and as dedicated to your program as you are. Allied Universal® has positioned itself as the security provider of choice in your area. The investment we have made in our local management teams is extensive and represents the key differentiator between Allied Universal® and our competitors. We do our job, so you can do yours.

## References

### **Ergon 9995 Ohio River Blvd, Newell WV 26050**

Service Started:	January 2013
Customer Name:	Randy Swartzmiller
Customer Phone:	304-479-5140 Randy.Swartzmiller@Ergon.com

### **Amazon 500 Kinetic Drive, Huntington WV 25701**

Service Started:	August 2021
Customer Name:	Napolean Burris
Customer Phone:	304-409-8261 napburri@amazon.com

### **TC Energy 1700 MacCorkle Ave SE, Charleston WV 25314**

Customer Name:	Tamika Henry
Customer Phone:	304-550-3075
Customer Email:	Tamika.henry@tcenergy.com

### **Dow Chemical 437 MacCorkle Ave, S Charleston WV 25303**

Customer Name:	Mark Grimm
Customer Phone:	304-747-1017
Customer Email:	Marimm@dow.com

### **Ashland Oil Company 100 Big Sandy River Rd, Kenova WV 25530**

Customer Name:	Karen Sewart
Customer Phone:	304-528-2612
Customer Email:	Karen.Sewart@aocmaterials.com

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Daniel Roose, Director Government Services

(Address) 500B1 Prestige Park, Hurricane WV 25526

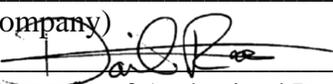
(Phone Number) / (Fax Number) 732-584-7905 direct, 908-391-7830 cell, 304-205-0781 fax

(email address) Daniel.Roose@aus.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Universal Protection Service, LLC dba Allied Universal Security Services

(Company) 

(Signature of Authorized Representative)

Daniel Roose, Director Government Services

September 17, 2024

(Printed Name and Title of Authorized Representative) (Date)

732-584-7905 direct, 908-391-7830 cell, 304-205-0781 fax

(Phone Number) (Fax Number)

Daniel.Roose@aus.com

(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ BVH2500000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

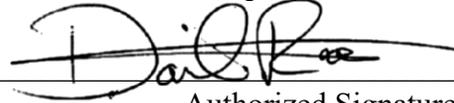
(Check the box next to each addendum received)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Universal Protection Service, LLC dba Allied Universal Security Services

Company



Authorized Signature

September 17, 2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

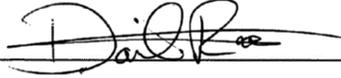
#### 5. General Provisions/Ownership of PHI.

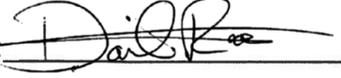
- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Universal Protection Service, LLC  
dba Allied Universal Security Services

Name of Associate: Daniel Roose

Signature: 

Signature: 

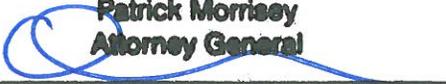
Title: Director Government Services

Title: Director Government Services

Date: September 17, 2024

Date: September 17, 2024

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 13  
**Patrick Morrissey**  
**Attorney General**  
BY 

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

## State Agency License



### CERTIFICATE OF P.I. FIRM & SECURITY GUARD FIRM

I, Mac Warner, Secretary of State of the  
State of West Virginia, hereby certify that

Nicholas John Paros of Universal Protection Service, LLC dba  
Allied Universal Security Services  
161 Washington Street  
Suite 600  
Conshohocken PA 19428

is hereby licensed to conduct the business and engage in the business of P.I. Firm  
& Security Guard Firm in the State of West Virginia, under the provisions of and in  
compliance with Chapter 30, Article 18 of the West Virginia Code. This Certificate  
shall be in effect and valid from 02/23/2024 to 02/23/2026 unless suspended or  
revoked thereto, in accordance with the provisions of the West Virginia Code.

**This license cannot be transferred**



Given under my hand and the Great  
Seal of the State of West Virginia  
on Friday, February 9, 2024

*Mac Warner*

Mac Warner  
West Virginia Secretary Of State

F220222009719

Secretary of State  
Bldg.1, Suite 157-K  
1900 Kanawha Blvd. East

F240209013920

Phone: 304-558-6000  
866-767-8683  
Visit us online:

# Certificate of Insurance (Sample)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360		<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C, No, Ext):</b> 866-966-4664 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Philadelphia.Certs@marsh.com	
<b>CN118025105-ALL-STAND-24-25</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428		<b>INSURER A :</b> Indian Harbor Insurance Company 36940	<b>NAIC #</b> 22322
		<b>INSURER B :</b> Greenwich Insurance Company 24554	<b>INSURER C :</b> XL Insurance America 43575
		<b>INSURER D :</b> Indemnity Insurance Company of North America 37885	<b>INSURER E :</b> XL Specialty Insurance Company
		<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-006560585-23                      **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RES943799404	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 30,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 30,000,000 GENERAL AGGREGATE \$ 55,000,000 PRODUCTS - COMPIOP AGG \$ 55,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD043781807	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			XSM G72500027 004 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	RWD300120306 (AOS) RWR300120406 (WI) RWE943548208 (CA, OH)	01/01/2024 01/01/2024 01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			RES943799404 SIR: \$1,750,000	01/01/2024	01/01/2025	Claim 5,000,000 Aggregate 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Evidence of Insurance.

<b>CERTIFICATE HOLDER</b> Allied Universal Topco, LLC Eight Tower Bridge 161 Washington Street, Suite 600 Conshohocken, PA 19428	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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**W-9**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**UNIVERSAL PROTECTION SERVICE, LP**

2 Business name/disregarded entity name, if different from above  
**UNIVERSAL PROTECTION, LLC DBA ALLIED UNIVERSAL SECURITY SERVICES**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**P.O. BOX 828854**

6 City, state, and ZIP code  
**PHILADELPHIA, PA 19182-8854**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

OR

Employer identification number

3	3	-	0	9	7	3	8	4	6
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *1/2/2023*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Centralized Request for Quote**

**Proc Folder:** 1480944  
**Doc Description:** Open End Purchase For Security Services  
**Proc Type:** Central Master Agreement

**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-29	2024-09-17 13:30	CRFQ 0618 BVH2500000001	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** VS0000018473  
**Vendor Name :** Universal Protection Service, LLC dba Allied Universal Security Services  
**Address :** 500B1 Prestige Park  
**Street :** 500B1 Prestige Park  
**City :** Hurricane  
**State :** West Virginia **Country :** United States **Zip :** 25526  
**Principal Contact :** Daniel Roose  
**Vendor Contact Phone:** 732-584-7905 **Extension:** direct

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** 

**FEIN#** 33-0973846

**DATE** Sept 17, 2024

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Veterans Home, to establish an open-end contract for Security Services at the WV Veterans Home located at 512 Water St, Barboursville, WV, per the attached documentation.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Guard Regular Hours	1.00000	HOUR	\$18.69	\$92,571.57

Comm Code	Manufacturer	Specification	Model #
92121504			

**Extended Description:**

See Attached Exhibit "A" to input pricing!

Security Guard Regular Hours

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Security Guard / Shift Supervisor Regular Hours	1.00000	HOUR	\$20.03	\$41,341.92

Comm Code	Manufacturer	Specification	Model #
92121504			

**Extended Description:**

See Attached Exhibit "A" to input pricing!

Security Guard / Shift Supervisor Regular Hours

INVOICE TO				SHIP TO			
WEST VIRGINIA VETERANS HOME 512 WATER ST				WEST VIRGINIA VETERANS HOME 512 WATER ST			
BARBOURSVILLE		WV		BARBOURSVILLE		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Security Guard-Overtime/Holiday Rate	1.00000	HOUR	\$28.04	\$1,121.60

Comm Code	Manufacturer	Specification	Model #
92121504			

**Extended Description:**

See Attached Exhibit "A" to input pricing!

Security Guard Time And A Half Hours

INVOICE TO				SHIP TO			
WEST VIRGINIA VETERANS HOME 512 WATER ST				WEST VIRGINIA VETERANS HOME 512 WATER ST			
BARBOURSVILLE		WV		BARBOURSVILLE		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Security Guard / Shift Supervisor Overtime/ Holiday Rate	1.00000	HOUR	\$30.05	\$1,202.00

Comm Code	Manufacturer	Specification	Model #
92121504			

**Extended Description:**

See Attached Exhibit "A" to input pricing!

Security Guard / Shift Supervisor Time And A Half Hours

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-09-09