



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

State of West Virginia Master Agreement

Order Date: 03-18-2024

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0506 0506 HHR2400000001 1	Procurement Folder:	1366500
Document Name:	SECURITY GUARD SERVICES	Reason for Modification:	
Document Description:	SECURITY GUARD SERVICES		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-04-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-03-31

VENDOR				DEPARTMENT CONTACT			
Vendor Customer Code:	VS0000045027			Requestor Name:	Brian D Pauley		
Servexo				Requestor Phone:	(304) 558-2810		
1411 W 190th St, 475				Requestor Email:	brian.d.pauley@wv.gov		
Gardena	CA	90248					
US				<div style="font-size: 48px; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION</div>			
Vendor Contact Phone:	3233005023	Extension:					
Discount Details:							
	Discount Allowed	Discount Percentage	Discount Days				
#1	No	0.0000	0				
#2	No						
#3	No						
#4	No						

INVOICE TO	SHIP TO
BUYER - 304-957-0209	VARIOUS AGENCY LOCATIONS
HEALTH AND HUMAN RESOURCES	AS INDICATED BY ORDER
OPERATIONS/PURCHASING	
ONE DAVIS SQUARE, FIRST FLOOR, RM 110	
CHARLESTON WV 25301	No City WV 99999
US	US

3-19-24 61

Total Order Amount:	Open End
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Purchasing Division's File Copy

CA 3/18/24
 PURCHASING DIVISION AUTHORIZATION
 DATE: *Tara K...* 3/18/24
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John L. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: *Dan Jan*
 ELECTRONIC SIGNATURE ON FILE

3/19/2024

3-20-24

Extended Description:

THE VENDOR, SERVEXO PROTECTIVE SERVICES, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF SHARED ADMINISTRATION (OSA) TO THE DEPARTMENT OF HEALTH (DOH), THE DEPARTMENT OF HUMAN SERVICES (DHS), AND THE DEPARTMENT OF HEALTH FACILITIES (DHF), INTO AN OPEN-END CONTRACT TO PROVIDE SERVICES OF EXPERIENCED AND QUALIFIED SECURITY GUARD SERVICES AND TO RECRUIT, TRAIN, AND MAINTAIN A STAFF OF SECURITY GUARDS TO PROVIDE SECURITY GUARD SERVICES OF UNARMED GUARDS FOR VARIOUS OSA, DOH, DHS, AND DHF LOCATIONS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 02/12/2024, AND THE VENDOR'S BID DATED 02/20/2024, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Site Supervisor - Diamond Building

Extended Description:

Site Supervisor - Diamond Building

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Shift Supervisor - Diamond Building

Extended Description:

Shift Supervisor - Diamond Building

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - Diamond Building

Extended Description:

Rover - Diamond Building

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Front Desk (Rover) - Diamond Building

Extended Description:

Front Desk (Rover) - Diamond Building

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - Parking Garage

Extended Description:

Rover - Parking Garage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Front Desk (Rover) - One Davis Square

Extended Description:
Front Desk (Rover) - One Davis Square

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - Kanawha County DHS

Extended Description:
Rover - Kanawha County DHS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - Cabell County DHS

Extended Description:
Rover - Cabell County DHS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - OCME

Extended Description:
Rover - OCME

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - OLS

Extended Description:
Rover - OLS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - Mercer County DHS

Extended Description:
Rover - Mercer County DHS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - Raleigh County DHS

Extended Description:
Rover - Raleigh County DHS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - Berkeley County DHS

Extended Description:
Rover - Berkeley County DHS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	92121504			HOUR	16.220000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rover - Additional Locations Not Yet Defined

Extended Description:
Rover - Additional Locations Not Yet Defined

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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) Somitra Bhardwaj, Senior Contract Administrator

(Address) 1411 W. 190th St, STE 475, Gardena, CA 90734

(Phone Number) / (Fax Number) 323-527-9994

(email address) procurement@servexousa.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.

Servexo

(Company)

(Signature of Authorized Representative) John Palmer, Customer Service Officer /
Authorized Signor

(Printed Name and Title of Authorized Representative) (Date) 323-300-5023,
323-521-5034

(Phone Number) (Fax Number)

jpalmer@servexousa.com

(Email Address)

Security Guard Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Office of Shared Administration (OSA) to the Department of Health (DoH), the Department of Human Services (DHS), and the Department of Health Facilities (DHF) to establish a contract to obtain the services of experienced and qualified security guard services and to recruit, train, and maintain a staff of security guards to provide security guard services of unarmed guards for various OSA, DoH, DHS, and DHF locations throughout the State of West Virginia.

This solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Federal Funds Addendum.

The WVDHHR has developed an EEOP Utilization Report and it is available at:
<https://dhhr.wv.gov/office-of-drug-control-policy/news/Documents/EEOP%20Utilization%20Report%20Completed%20Form%201-29-21-final-PDF%20review%20for%20approval%20to%20submit%20%283%29.pdf>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Services”** means to provide security guard services as more fully described in these specifications.
 - 2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

Security Guard Services

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1.** Must have been an operating business entity since January 1, 2019.
- 3.2.** Must have provided security guard services as described herein since January 1, 2019.
- 3.3.** Must provide a minimum of three (3) examples of prior or current security guard services being provided for a minimum of six (6) consecutive months at multiple locations. Proof should be submitted with the bid but must be provided prior to contract award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Site Supervisor Security Guard – Primary on-site contact between the vendor and the Agency.

4.1.1.1 The site supervisor is to verify and ensure that every post is covered at every location in which security guard services are provided.

4.1.1.2 The site supervisor must be familiar with every post and ensure that all security guards are meeting the expectations of the Agency.

4.1.1.3 The site supervisor shall assist in providing coverage to a post when necessary.

4.1.1.4 The site supervisor shall have communication skills, management skills, interviewing of witness/suspect skills, teamwork skills, computer skills, and leadership skills.

4.1.1.5 The site supervisor shall be able to complete all duties as identified within the site supervisor post orders as provided by the Agency upon award of the contract.

Security Guard Services

4.1.2 Shift Supervisor Security Guard

4.1.2.1 The shift supervisor shall act as the next on-site point of contact for the Agency should the site supervisor not be on site or unavailable.

4.1.2.2 The shift supervisor, in the absence of the site supervisor, is to verify and ensure that every post is covered at every location in which security guard services are provided.

4.1.2.3 The shift supervisor must be familiar with every post and ensure that all security guards are meeting expectations of the agency.

4.1.2.4 The shift supervisor shall have communication skills, supervising skills, interviewing of witness/suspect skills, teamwork skills, and computer skills.

4.1.2.5 The shift supervisor shall be able to complete all duties as identified within the shift supervisor post orders as provided by the Agency upon award of the contract.

4.1.3 Rover Security Guard

4.1.3.1 The rover must be familiar with their assigned post, which can range from a front desk post, a garage post, a foot patrol post, or any other post not previously identified within the mandatory requirements.

4.1.3.2 The rover shall have communication skills, time management skills, investigation skills, computer skills, and crowd control skills.

4.1.3.3 The rover shall be able to complete all duties as identified within the rover post orders for their assigned post as provided by the Agency upon award of the contract.

4.1.4 Security Guard Qualifications

Security Guard Services

- 4.1.4.1** All guards must pass a background check as outlined below, prior to being assigned to any location:
- a. Confirmation of previous employment.
 - b. Verification of references.
 - c. Criminal record check on the State and Federal level.
 - d. Fingerprint validation by the West Virginia State police.
- 4.1.4.2** All guards submitted by the vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal).
- 4.1.4.3** A copy of the criminal record check and fingerprint validation shall be presented to the contract administrator prior to assigning any security guard to perform services under this contract.
- 4.1.4.4** All guards must pass a physical examination and a drug test as outlined below, prior to being assigned to any location:
- a. The physical examination must be completed by a licensed physician.
 - b. Guards are deemed to have passed the physical examination if the guard is found to be free from any hearing, sight, or physical limitations which would prevent performance of duties for their assigned post.
 - c. The vendor shall be responsible for all costs associated with the physical examination.
 - d. Guards are deemed to have passed the drug test if the guard is found to be free of all illegal and performance impairing substances (including alcohol).
 - e. Random drug testing can be requested by the Agency and paid for by the Agency.
- 4.1.4.5** All guards must pass a physical fitness test as outlined below, prior to being assigned to any location:
- a. Walking or running a distance of 360 yards in three minutes or less.
 - b. Ascending six floors of stairs in 2 minutes or less.
 - c. Heavy lifting (30 pounds minimum).

Security Guard Services

- d. Heavy carrying (30 pounds at 50 yards minimum).
- e. Capable of walking or standing continuously (minimum of 4 hours).
- f. If the post in which a guard will be assigned to is a front desk post, a request for waiver for a particular guard can be submitted to the Agency for consideration.

4.1.4.6 Any guard who fails any of the previously mentioned tests or examinations shall not be assigned to any location under this contract.

4.1.4.7 All previously mentioned tests and examinations shall be done annually.

4.1.4.8 All guards must complete on-the-job training for their specific post and any post in which they could be assigned.

4.1.4.9 All guards will be on a 60-day probationary period and can be removed without cause by the Agency.

4.1.4.10 Any guard who fails a random drug test will be removed immediately.

4.1.4.11 Any guard who faces a criminal conviction will be removed immediately.

4.1.4.12 The vendor shall provide training to all guards, prior to assignment, on the subjects of life safety responsibilities, responsible enforcement of policies and procedures, maintaining proper appearance, report writing and documentation, legal powers and limitations, the use of force and the need to establish ability, opportunity, and jeopardy to self and others, and emergency response, such as fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.

4.1.5 Security Guard Appearance

Security Guard Services

4.1.5.1 All guards shall maintain an acceptable appearance and personal hygiene as outlined below:

- a. Body piercings (with the exception of earrings) which are visible anytime while on duty and/or in uniform is prohibited.
- b. Any ring worn shall not have sharp edges that would create a hazard to the guard or others around the guard.
- c. Hair should be neatly kept and not interfere with the wearing of appropriate headgear.
- d. Any facial hair shall be neatly trimmed.
- e. Hair color shall be of natural tones and color.

4.1.5.2 The vendor shall provide and maintain required uniforms necessary for this contract that will directly represent the image of the Agency.

4.1.5.3 The vendor shall present pictures of the uniforms with all badges as proposed upon request. This includes cold weather gear.

4.1.5.4 Uniforms shall make it easy for Agency employees, visitors, and clients to identify the guard.

4.1.6 Failure to Provide Security Guards

4.1.6.1 Failure to provide security guards at any location at the service level requested or an acceptable substitute are grounds for contract cancellation.

4.1.7 Current Hours of Need

4.1.7.1 Current hours of need at each location are provided in Exhibit B.

4.1.7.2 The effective start date on this contract will be April 23, 2024.

4.1.8 Invoicing

Security Guard Services

4.1.8.1 Vendor shall invoice monthly, providing an itemized invoice with supporting documentation to include employee/site timesheets for each security classification as defined within these specifications. Each classification should be separated within the invoice by location and post.

4.1.9 New Locations

4.1.9.1 Must be able to provide security guard services at any new location not identified as an existing location within this RFQ within a seventy-two (72) hour time frame.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing an hourly billing rate for each guard classification (Site Supervisor, Shift Supervisor, Rover) and then multiplying that hourly billing rate against the current total hours as shown on Exhibit B. The vendor should then add all totals up to provide a grand total for the services provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end

Security Guard Services

contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** Agency shall pay the hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. **TRAVEL:**

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

Security Guard Services

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Security Guard Services

EXHIBIT A
PRICING PAGE

17 Exhibit A – Pricing

Security Guard Services

Security Guard Classification	Unit Price (Hourly Rate)
01. Site Supervisor - Diamond Bldg	\$16.22
02. Shift Supervisor - Diamond Bldg	\$16.22
03. Rover - Diamond Building	\$16.22
04. Front Desk (Rover) - Diamond Bldg	\$16.22
05. Rover - Parking Garage	\$16.22
06. Front Desk (Rover) - One Davis Sq	\$16.22
07. Rover - Kanawha County DHS	\$16.22
08. Rover - Cabell County DHS	\$16.22
09. Rover - OCME	\$16.22
10. Rover - OLS	\$16.22
11. Rover - Mercer County DHS	\$16.22
12. Rover - Raleigh County DHS	\$16.22
13. Rover - Berkeley County DHS	\$16.22
14. Rover - Additional Locations Not Yet Defined	\$16.22

Security Guard Services

EXHIBIT B

Locations and Hours of Need

Diamond Building – 350 Capitol Street, Charleston

Site Supervisor – Monday through Friday – 0700 to 1500

Shift Supervisor – Sunday through Saturday – 0000 to 2400

Rover - Sunday through Saturday – 0000 to 2400

Diamond Front Desk (Rover) – Monday through Friday – 0800 to 1700

One Davis Square – 321 Capitol Street, Charleston

One Davis Square Front Desk (Rover) – Monday through Friday – 0600 to 1800

Parking Garage – 500 Capitol Street, Charleston

Rover – Monday through Friday – 0600 to 1900

Kanawha County Department of Human Services (DHS) – 4190 Washington Street, Charleston

Rover - Sunday through Saturday – 0000 to 2400

Cabell County Department of Human Services (DHS) – 2699 Park Avenue, Huntington

Rover – Monday through Friday 1700 to 0700; Saturday through Sunday – 0700 to 0700

Office of the Chief Medical Examiner (OCME) – 619 Virginia Street West, Charleston

Rover - Sunday through Saturday – 0000 to 2400

Security Guard Services

EXHIBIT B

Locations and Hours of Need continued

Office of Laboratory Services (OLS) – 167 11th Avenue, South Charleston

Rover – Sunday through Saturday – 1800 to 0600

**Mercer County Department of Human Services (DHS) – 200 Davis Street,
Princeton**

Rover – Monday through Friday – 0700 to 1800

**Raleigh County Department of Human Services (DHS) – 407 Neville Street,
Beckley**

Rover – Monday through Friday – 0700 to 1800

**Berkeley County Department of Human Services (DHS) – 433 Mid-Atlantic
Park, Martinsburg**

Rover – Monday through Friday – 0700 to 1800



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
 Public Safety

Proc Folder: 1366500	Reason for Modification: ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: SECURITY GUARD SERVICES	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-12	2024-02-21 13:30	CRFQ 0506 HHR2400000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, OFFICE OF SHARED ADMINISTRATION (OSA) TO THE DEPARTMENT OF HEALTH (DOH), THE DEPARTMENT OF HUMAN SERVICES (DHS), AND THE DEPARTMENT OF HEALTH FACILITIES (DHF), IS SOLICITING BIDS TO ESTABLISH A CONTRACT TO OBTAIN THE SERVICES OF EXPERIENCED AND QUALIFIED SECURITY GUARD SERVICES AND TO RECRUIT, TRAIN, AND MAINTAIN A STAFF OF SECURITY GUARDS TO PROVIDE SECURITY GUARD SERVICES OF UNARMED GUARDS FOR VARIOUS OSA, DOH, DHS, AND DHF LOCATIONS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED DOCUMENTS.

INVOICE TO | **SHIP TO**

HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Site Supervisor - Diamond Building	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Site Supervisor - Diamond Building

INVOICE TO | **SHIP TO**

HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Shift Supervisor - Diamond Building	8736.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Shift Supervisor - Diamond Building

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Rover - Diamond Building	8736.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Rover - Diamond Building

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Front Desk (Rover) - Diamond Building	2340.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Front Desk (Rover) - Diamond Building

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Rover - Parking Garage	3380.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Rover - Parking Garage

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Front Desk (Rover) - One Davis Square	3120.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Front Desk (Rover) - One Davis Square

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Rover - Kanawha County DHS	8736.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Rover - Kanawha County DHS

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Rover - Cabell County DHS	6136.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Rover - Cabell County DHS

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US			VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Rover - OCME	8736.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Rover - OCME

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US			VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Rover - OLS	4368.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Rover - OLS

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Rover - Mercer County DHS	2860.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Rover - Mercer County DHS

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Rover - Raleigh County DHS	2860.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Rover - Raleigh County DHS

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Rover - Berkeley County DHS	2860.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Rover - Berkeley County DHS

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Rover - Additional Locations Not Yet Defined	2860.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Rover - Additional Locations Not Yet Defined

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-02-09

SOLICITATION NUMBER: CRFQ HHR240000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions

No other changes

Bid opening remains 02/21/2024 at 1:30 PM ET

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Question 1: Does the security vendor need to provide any equipment to these locations?

Answer 1: Equipment does not need to be provided. Uniforms will need to be provided.

Question 2: Are you allowed to subcontract any location in this contract?

Answer 2: No, subcontractors will not be allowed.

Question 3: What is the current bill rate that the state of WV is currently paying for security guard services for DHHR?

Answer 3: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request

Question 4: When will the contract be awarded?

Answer 4: The contract will be set to begin on April 23, 2024 at 0000 hours.

Question 5: We note in Section 13 of the General Terms and Conditions that “The pricing set forth herein is firm for the life of the Contract.” Does the State expect that the first-year pricing will also apply with respect to any and all of the 3 one-year renewal terms? How will rate increases be addressed for each renewal term?

Answer 5: First year pricing will apply to the first year and any renewal thereafter.

Question 6: Does any Prevailing Wage, Living Wage or other statutorily mandated minimum wage apply to this solicitation?

Answer 6: No.

Question 7: We note in Section 16 of the General Terms and Conditions that “The State of West Virginia is exempt from federal and state taxes.” Is the state exempt from West Virginia state sales tax?

Answer 7: Yes

Question 8: We note that Specifications Section 4.1.4.2 requires that guards have no record of convictions for any State and Federal criminal offenses. We also note that Specifications Section 4.1.4.11 requires immediate removal of any guard who faces any criminal conviction. We assume those specifications are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime. The Guidance requires assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Can the cited specifications be revised as follows to achieve compliance with applicable law?

- Insert the following at the end of Section 4.1.4.2:
 - "... which render the guard unsuitable for the position for which he or she is intended."
- Replace Section 4.1.4.11 with the following:
 - "Any guard who faces a criminal conviction which would render the guard unsuitable for the position for which he or she is intended will be removed immediately."

Answer 8: No.

Question 9: We note the Specifications at Section 4.1.4.4.e and Section 4.1.4.10 which address random drug testing. Many jurisdictions prohibit random drug testing. Can the cited specifications be revised as follows to achieve compliance with applicable law?

- Insert the phrase "Where not prohibited by applicable law" at the beginning of Section 4.1.4.4.e.
- Replace Section 4.1.4.10 with the following:
 - "Any guard who fails a random drug test administered in compliance with applicable law will be removed immediately."

Answer 9: No.

Question 10: We note the physical exam requirement in Specifications Section 4.1.4.4.b. We also note the physical fitness criteria stated in Specifications Section 4.1.4.5. We assume those specifications are intended to comply with applicable law, including the Americans with Disabilities Act.

- Can Section 4.1.4.4.b be replaced with the following to achieve compliance with applicable law?

- **“Guards are deemed to have passed the physical examination if the guard is found to be free from any hearing, sight or physical limitations which would prevent performance of essential duties for their assigned post, with or without reasonable accommodation.”**
- **Have the fitness criteria stated in Section 4.1.4.5 been validated by an occupational specialist who has determined that they address essential job duties?**

Answer 10: No.

Question 11: Is this a new requirement or an ongoing requirement?

Answer 11: This has been required in previous statewide contract solicitations.

Question 12: Who is the incumbent contractor(s)?

Answer 12: The statewide contract is with B3 Security Group. The emergency contract is with Monticola Security.

Question 13: What is the current total contract value?

Answer 13: See Answers 3

Question 14: Please provide a Wage determination document applicable to this solicitation.

Answer 14: There is no wage document since prevailing wage, or other statutorily mandated minimum wage is not applicable for this solicitation.

Question 15: Are there any significant changes to coverage between the previous contract and this opportunity? (a change in hours and/or post positions?)

Answer 15: The locations and hours of need are provided.

Question 16: Are all officer positions fully staffed?

- **What is the hourly pay rate for each position and the hourly bill rate for the current incumbent company?**

Answer 16: Yes, see Answer 3

Question 17: Will there be any required training for guards prior to covering shifts at the various locations? Like orientation/site-specific training?

- If so, are these hours billable to the Security Guard Services for various OSA, DoH, DHS, and DHF locations in addition to the set hours mentioned in the solicitation?

Answer 17: There will be on the job training.

Question 18: Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

Answer 18: No.

Question 19: Please provide the Submission Instructions? Can we submit proposal in our own format?

Answer 19: Refer to Section 6 of the Instructions to Vendors Submitting Bids document.

Question 20: Please provide evaluation criteria applicable to this solicitation.

Answer 20: The vendor who provides the lowest bid and meets all specifications as defined throughout the request for quote document will be awarded the contract.

Question 21: Do we need to provide resumes along with the proposal? If yes, then How many?

Answer 21: Refer to Section 3.3 under Qualifications.

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Althea Greenhowe

Printed Name: Althea Greenhowe

Title: Procurement Specialist, Sr

Date: 3/13/2024

Vendor Name: Servexo

By: 

Printed Name: John Palmer

Title: Customer Service Officer

Date: 3/12/2024

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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**EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page