



Doing Business in WV, KY, Ohio and Florida since 2018

Tucker Security, LLC

dba Monticola Security

Tim Tucker

Tim@MonticolaSecurity.com

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WV PURCHASING
DIVISION



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Monticola Security

11 Putney St.

Charleston, WV 25306

General Requirements

Qualifications and References

Monticola Security has been in business since August 2018. Providing 24-hour, seven days a week, security Guard Services in both West Virginia, Kentucky, Ohio, and Florida. Please find attached Letters of recommendation from current clients.

Tucker Security, LLC DBA Monticola Security

Established August 2018

President/CEO: Kim Tucker 912-414-9101

Kim@Monticolasecurity.com

Chief Operating Officer: Tim Tucker 904-806-7027

Tim@Monticolasecurity.com

Director Of Operations: Josh Hall 304-747-8920

Josh@Monticolasecurity.com

Director of Administration: Deb Black 304-595-1500 EXT: 202

Debra.Black@Monticolasecurity.com

FEIN: 83-145-2103

As of January 1, 2024, Monticola Security employed up to 150 employees and continues to grow. Monticola provides Guard Services 24 hours a day, seven days a week including Holidays.



References:

- JMAC – Estill Horton estillh_jmacleasing@yahoo.com
- Central Contraction - denisel@ordersconstruction.com
- Embassy Suites by Hilton Charleston - Derek.boyd@atriumhospitality.com
- Felman Production – ajohnston@fpiwv.com
- WV DHHR - brian.d.pauley@wv.gov

Experience:

Law Enforcement

The Chief Operations Officer of Tucker Security LLC, Tim Tucker (DBA Monticola Security), has over 25 years of experience in Law Enforcement and 15 years of experience in private security. Mr. Tucker started his Law Enforcement career in the US Army, where he was a Military Police Officer for three years. After his honorable discharge, he returned to Charleston, WV. In 1983 Mr. Tucker joined the Charleston Police Department (CPD), where he served for 23 years, retiring as a captain. Starting with the CPD as a patrol officer for seven years. Mr. Tucker was then assigned to the Metro Drug Unit (MDENT), where he stayed for six years. After leaving the MDENT, he returned to the Patrol division as a shift Sergeant, supervising the activities of patrol officers. Mr. Tucker was then promoted to Lieutenant and worked as Shift commander and, later, as Patrol Division Commander, then as Traffic Division Commander before being promoted to Captain, where he became the Special Operations Bureau Chief and retired.

Mr. Tucker and his wife, Kim Tucker, founded Tucker Consulting LLC in 2015 and became the Franchise of Arrow Security. After a successful three years association with Arrow, they left the Franchise and reopened as Tucker Security, LLC. Starting from scratch, the Tuckers grew the company Quickly and have become one of the leading security providers in WV and KY.

Scope of Work:

General Staffing:

Monticola Security will provide qualified, trained Security with experience /training in the following areas:

- Buildings, facilities, grounds, parking, and right of way for employees, visitors, customers, and vendors.
- Emergency response
- Patrol/rover monitoring services.
- Reporting damages, leaks, falling debris etc.
- Access Control
- Technical control station monitoring
- Dailey brief (DAR) & pass down reports.
- All other security/monitoring services as needed.

Monticola Security will provide services 24 hours a day, 365 days per Year as required. With a 24-hour phone system, Monticola turnaround on a staffing request is less the 24 hours. Monticola prides itself on



having one of the fastest response times in the industry. The agency will be notified immediately if the request cannot be filled.

Special Staffing:

Monticola Security is experienced in rapid staffing of officers for special events by cross training our best employees in the requirements of other client contracts. We have never failed at staffing a special event when required. In the rarest event this was to ever occur Monticola would contact the Client immediately.

Emergency Staffing:

When an emergency occurs, additional security is required. Monticola maintains a list of qualified officers to support these occasions. Monticola management staff will step in and cover the emergency until qualified officers can be found to relieve them. If the emergency cannot be covered Monticola will inform the requesting agency within 2 hours of the submitted request.

Security Guard Locations:

Monticola Security is qualified and able to provide security guards at the Lottery Building located at 900 Pennsylvania Ave, Charleston, WV-24 hours a day, 365 days a year including holidays.

Independent Contractor:

Monticola understands and agrees that we are an independent contractor and accept the requirements necessary to perform the function of a commercial security guard service at a professional and sustainable level of service.

Turnover Control:

Monticola Security currently maintains a turnover rate of less than 25%. Should we have a turnover that exceeds 30% in one Quarter, we will provide all training previously provided to ensure that the replacement guard(s) possess an equal or greater skill level to the Guard(s) that have terminated services either willingly or by the decision of Monticola Security. We have a zero-tolerance policy for harassment or weakening among trained, qualified Security Guards.

Transitional Reporting and Staff Contact:

Monticola Security will provide the Lottery with a complete list of Security Services within 15 days but not more than 60 days before the cancellation of this contract. We are willing to provide a complete list of contact information for all guards currently working to secure the Lottery Headquarters. We agree to allow the winning bidder in subsequent bids to contact our personnel before the expiration of our contract to discuss future employment.

Replacement of Equipment Provisions:

We agree to bear the cost of repair or replacement of any equipment provided by the Lottery that is proven to be inoperable due to misuse or abuse by our employees. We will provide any training needed to operate all equipment in a standard, safe, and effective way. If an investigation finds the damage is due to normal wear and tear, Monticola will NOT be responsible for repairs or replacement.



Reporting Requirements:

Reporting and Documentation of Incidents:

All guards are trained in Observation Detection, and Documentation, including Report Writing and the purpose of a report. The types of reports are listed here but not limited to:

- Event-specific reports
- Dailey Report (DAR)
 - Shift reports
 - Vehicle Entry reports
 - Visitor Log
 - Crime/Incident reports
 - Identification of involved parties
 - Statements from involved parties recorded.
 - Observation made by the officer.
 - Physical evidence observed by the officer.
 - Trespass of Property
 - Description of elements of a crime/incident
 - Summary of crime/incident
 - Support for prosecution
 - Special Activity Logs
- Characteristics of an influential report
- Notetaking

General Reporting Requirements:

Monticola will supply the Lottery with written reports at the discretion of the Lottery.

Required Reports, Report Contents, and Due Dates:

Billing Reports: Monticola shall submit upon request a billing report to the Lottery for services under this contract. The report will contain Name of officer, skill level assigned, billing rate, days, hours per day, location worked, and a total amount due and payable. Billing report will be provided on request on a bi-weekly basis (every other Tuesday)

Personnel Turnaround Report: Once a quarter on the 10th of the month, Monticola will submit a turnaround report. This report will include the percentage of turnover experienced in the security guard services provided to the Lottery for each quarterly period.

Summary of Service Report: Monticola agrees to provide an hourly report to Lottery upon request. This report will include a listing of hours of service performed by post, a summary of the service provided, and the compensation rate paid.

Training Report: Monticola will provide the Lottery upon request with a training report. This report will contain Name of Guard completing the training, designation of on-the job or classroom, number of hours trained, and topics covered.

Proof of License Renewal and Insurance: Monticola agrees to provide proof, upon request, of all applicable licenses and insurance to the Lottery.



Compliance and Noncompliance Reporting: Monticola agrees to adhere to the requirements set forth and shall notify the Lottery of any noncompliance before the occurrence, when possible, and no later than five business days after the occurrence.

Employment Reporting: Monticola regularly will provide the Lottery with a list of all employees. When requested will also provide a list of guards assigned to the contract and any potential candidates for assignment or temporary assignment.

Security Guard Requirements:

Candidate Minimum Qualifications:

Each Potential candidate will be 18 years of age or older and have a high school diploma or equivalent (GED). If assigned to operate a motor vehicle candidates must have a valid driver's license. A background check is required for every potential candidate. Monticola agrees to require a physical examination and drug screening. Candidates must pass a written, validated examination that has been developed by Monticola Security.

Background Check:

All Potential Security Guards will first have a complete background check provided by Hireability. The background check includes:

- A Credit Check
- Confirmation from previous employment
- Verification of references
- Criminal records both State and Federal
- Driver license verification and background
- Fingerprint validation by WVA State Police
- 5 years of employment and neighborhood experience (when possible).

All Security Guards must have no record of conviction for criminal offenses, either State or Federal, and credit reports will be acceptable by the Lottery. If a potential guard does not clear a background this is the final step.

Monticola also agrees to provide a copy of the fingerprint validation report to the Lottery once a guard is assigned to this contract. Monticola will also provide a copy of the background to the agency for consideration before assigning the guard to this contract.

Physical Examination, Drug Test, and Physical Fitness Testing:

Physical Examination:

All security Guards assigned will be sent, before assignment, to a licensed Medical Provider in their region for a Physical examination. Potential guards will be found free from any hearing, sight, or Physical limitations, as required by contract before being assigned. Monticola agrees to annual Physicals of all guards assigned to this contract.



Drug Testing:

Monticola Security is a drug-free workplace and requires all new employees to submit to a minimum of a 5-panel Drug Screen.

Monticola has a random drug screen policy that encompasses a minimum of 10% of our staff (some current contracts such as MSHA require a 25% random screening, and DOT requires 50% random screening) Monticola also performs for cause drug screening as needed.

Our Drug-free workplace policy is available for your review upon request.

Physical Fitness testing:

Monticola agrees to have all potential guards submit to a physical fitness test. Any guard to be considered for assignment must be free of any hearing, sight, or physical limitations that would prevent the performance of duties. Security guards' vision would have to be corrected to 20/20 or better. Monticola agrees to bear the responsibility of the cost of the physical examination.

Testing Failure:

If a potential security Guard fails the Physical examination, or drug screen, the potential guard will not be considered for this contract. If a guard fails a random or annual drug screen, the guard is immediately removed from the post and replaced. If a guard fails the annual physical, the guard will be retested within 60 days. If the guard fails for a second time, the guard will be removed from this contract and replaced, until the guard can pass the physical.

Minimum Training Before Assignment:

Monticola agrees to exceed training for each potential security guard before assignment to this contract. Monticola will provide evidence of the successful completion of training. Monticola understands that training fees are the responsibility of Monticola Security. Training Modules are as follows:

- Security Responsibility (2 Hours)
- The Protected Environment (1.5 Hours)
- Legal Power and Limitations (3 hours)
- Standard Operating Procedures (3 hours)
- Emergency Practices (2 hours)
- Report Writing (1 Hour)
- Review (1 hour)
 - Total Hours: 13.5 Hours

Minimum Training for Limited Assignment personnel:

Monticola will provide temporary limited assignments when required. Training for temporary limited assignment is as follows:

- The security Responsibility (2 hours)
- The Protected Environment (1.5 hours)
- Emergency Practices (2 hours)
- Standard Operating Procedures (3 hours)



- Report Writing (1 hour)
 - Total Hours: 9.5 hours

Probationary Period:

Monticola Security currently requires a 90-day probationary period for all Guards of all levels. If for any reason the Agency is dissatisfied with the Guard Monticola will remove the guard and provide a replacement before the next scheduled shift. If for any reason the position cannot be covered by a replacement guard, Monticola will provide a seasoned guard until a permanent replacement can be found.

On-The-Job Training:

On-the-job training is provided by either a qualified Guard or the director of Operatins. The Director of Operations will have a working knowledge of the Lottery practices and procedures as they relate to safety and security. Monticola keeps records of all training conducted during the probationary period and will provide copies to the Lottery if requested. It is the standard practice of Monticola to provide ongoing training in both On-the-job and classroom style. The supervisor on site is in continuous communication with the operations manager with updates on training. Once the probationary guard has mastered the skills required for that post the Supervisor will inform the Director of Operations and that information will be recorded in the Guard's files.

As mentioned before all guards are trained through the SGM Training program which includes:

- Prevention/Protection Skills
- Enforcement
- Emergency Procedures
- And Special Equipment Training

Certification of Qualification:

All guards receive accreditation for successful completion of all training, both on-the-job Training and Classroom. Monticola will provide the Lottery with copies of the training accreditation.

Skill Level Categories:

All guards come on board as probationary Guards until both classroom hours (12.5) and on-job-training are successfully completed. At this time Monticola will evaluate the skill level and either train for the next level Guard or remain at Guard Level 1 until the skill level improves to the level of the next guard. At this time training will be provided to move to the next level. Guards who are hired with prior experience will be eligible to train for higher-level Guard positions. Once a guard is placed at any level and wishes to train for higher-level positions or meets the qualifications to do so. That guard will be placed in the next available training class. The guard will continue at the original hourly rate until the agency requires a higher-skill Guard. All Guards must complete the entry-level Guard exam, (Probationary Security Guard 1). Once that skill level is completed for a guard to move to the next level, they must complete the skills training outlined in the SGM Training manual for Security Level 2. A Security guard that successfully passes the certifications for Security guards 1,2, and 3 is qualified for a shift supervisor position. The Guard that successfully completes all said mentioned certifications and passes all certifications for level 4 Guard will qualify for Sergeant & Lieutenant/Site Supervisor.



Due to Monticola onboarding practices and procedures, we will provide the Lottery with qualified and trained security guard II and security guards III (Site Supervisor).

Performance Evaluation (Joint Evaluations):

Monticola Security has semiannual evaluation processes currently in place. The Director of Operations is required to perform uniform inspections regularly, once a quarter as a minimum. Attached is an example of the evaluation forms Monticola is currently using. All requirements of the Agencies evaluation are part of Monticola's current Evaluation form. We are willing to adapt the form where the lottery deems it necessary.

On-Site Supervisory Responsibilities (for Each Shift):

Monticola Security utilizes electronic timekeeping measures to record the guard's Start and stop times. This timekeeping system also tracks through GPS the location of the Guard for safety purposes. Site Supervisors are trained in the operations of the time tracker. They can support the Guards in the operation of time tracking. Where necessary a Time KIOSK is installed for the use of all Guards at specific locations. If there are any technical issues the Site Supervisor or Director of Operations is unable to correct, the Director of Administration can always be reached to assist in those issues. The On-Site Supervisor is responsible for the overall supervision and direction of the site guards.

Shift Continuity:

Where 24-hour coverage or shifts are required, Guards are trained during the Patrol section of training to Orientate the relieving Guard, not to leave before the end of the shift if the relieving officer fails to show, the on-duty officer must contact the Supervisor and Director of Operations and remain on post until relieved. Guards are trained not to loiter once you have oriented the relief and always leave the post clean.

Alternate Replacement Personal:

Monticola maintains a level of security staff of all 4 security skill levels. We are experienced in adapting and shifting for additional shifts. In these instances, Monticola and the Lottery will evaluate the skill level requirements and pre-screen practices required based on the lead time of request and the nature of the assignment.

Uniforms:

The Monticola uniform consists of both long and short sleeve shirts, Light Blue in color. With Monticola Logo patch and security Guard Badge. Guards are provided with Black BDU, a windbreaker lite weight jacket, a winter parka, a ball cap, and/or toboggan. Guards are required to wear black shoes and a black belt. The uniform Picture and sample badge are attached.

Personal Appearance:

Monticola has a very strict policy for the appearance of the guards. We believe that the guards are the face of Monticola Security, and we stress that with the guards. Uniform inspection is part of that policy. If a guard is counseled for appearance, disciplinary action, up to and including termination will occur. Monticola agrees with all the Agencies Appearance and Personal Hygiene policies (these policies are currently in our employee handbook) for male and female guards as they are set forth in the request for quotation.



Prohibition Against Gratuities:

Monticola has not and will not employ any company or persons other than a bona fide employee working solely for Monticola Security. Monticola has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of the contract.

Certification Related to Lobbying:

Monticola Security certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any Lottery, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Monticola Security shall complete and submit a disclosure form to report the lobbying. Monticola Security agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was placed when this contract was made and entered.

Subcontracts/Joint Ventures:

Monticola Security is solely responsible for all work performed under the contract and shall assume the prime contractor responsible for all services offered and products to be delivered under the terms of this contract. The Lottery will consider Monticola Security to be the sole point of contact regarding all contractual matters. Monticola Security may, with the prior written consent of the Lottery, enter written subcontracts for the performance of work under this contract; however, Monticola Security is totally responsible for the payment of all subcontractors.

Record Retention (Access & Confidentiality):

Monticola Security Complies with all applicable Federal and State of WV rules and regulations, and requirements governing the maintenance rendered under this contract by Monticola Security.

It is the policy of Monticola Security, in concordance with State and Federal laws, to maintain all Employee records for 5 years. Monticola agrees to make available to the Lottery personnel at 11 Putney St, Charleston, WV during normal business hours (9 am to 5 pm Mon thru Friday). Request records will be presented to the state within 10 business days of receiving a written request.

Monticola Security maintains confidentiality and security of any private and or confidential data and agrees to hold harmless the State and Agency against all claims brought by any party attributed to actions of breach of confidentiality by Monticola Security, subcontractors, or individuals permitted access by Monticola Security.





Monticola Security Trucks are available at the request of the Client.



Monticola Security Guards are provided with uniforms.





YoungWilliams, Contractor for
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ENFORCEMENT
PO BOX 1449
YAZOO CITY, MS 39194

Case Number: 612781079
Worker: KAY C. ABRAHAM
(877) 882-4916
Date: 02/08/2024 A823

RIVER CITY SECURITY SERVICES
3728 PHILIPS HWY STE 213
JACKSONVILLE, FL 32207-6880

NOTICE OF INCOME WITHHOLDING

Re: Department of Human Services vs. EDWARD L BLANCHARD
CHANCERY Court of HINDS County Cause No. D2010-5510
Social Security Number: 428433344

Children: DAVION S JONES, TYTIANNA A JONES

We need your help to make sure these children get the financial support they need! Our partnership with employers is responsible for over 70% of the child support we collect. An Income withholding order is enclosed which requires employers to withhold the specified amount from the employee's income. We have also enclosed a Delinquency Notice and a Statement of Accounting as the employee is currently behind in making child support payments. To ensure support gets to the correct family, payments must include your employee's name and SSN and be forwarded to:

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
STATE DISBURSEMENT UNIT
P.O. BOX 23094
JACKSON, MS 39225

Your employee may not earn enough to have the full support amount withheld. To prevent all of an employee's income from being withheld, the Consumer Credit Protection Act places limits on the percentage withheld from an employee's disposable income (which only includes required deductions such as taxes, social security, and mandatory retirement). This maximum percentage will be indicated on page 3 under "REMITTANCE INFORMATION". If this individual has not been or is no longer employed by you, please advise us immediately.

Any documents containing the custodial parent's contact information should not be provided to your employee. There can be issues of domestic violence which makes disclosure of this information potentially dangerous.

We are available to answer any questions you may have. Please contact us at 1-877-882-4916 or visit www.mdhs.ms.gov/child-support/ to view our Reference Guide for Employers.

cc: court file, Department of Human Services, EDWARD L BLANCHARD

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**CABELL COUNTY
SCHOOLS**

P.O. Box 446 • Huntington, WV 25709
2850 Fifth Avenue • Huntington, WV 25702
304-528-5000 • Fax 304-528-5080

Tim Stewart
Safety Manager
Cabell County Schools
2850 5th Avenue
Huntington, WV 25702

February 7, 2024

To whom it may concern:

Monticola Security was awarded the security guard contract for Cabell County Schools at the beginning of 2022-2023 school year and they have done a great job thus far. We have used various security guard companies over the past 18 years and I must say that Monticola has been the best one I have dealt with.

First and foremost, they have filled our security guard positions with quality individuals. Second, they are quick to respond to any problems that may arise. Josh Hall, their operations supervisor has been easy to work with and quick to respond to my requests.

I'm happy to recommend the services of Monticola Security. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Tim Stewart".

Tim Stewart
Safety Manager
Cabell County Schools

SUPERINTENDENT OF SCHOOLS: Ryan S. Saxe, Ed.D.

DEPUTY SUPERINTENDENTS:

Timothy Hardesty, District Operations and Support Division • Kelly Watts, Instruction and Leadership Division

ASSISTANT SUPERINTENDENT: Kim A. Cooper

BOARD MEMBERS: Rhonda Smalley, President • Mary L. Neely, Vice-President • Alyssa A. Bond • Coy Miller • Josh Pauley



February 7, 2024

To Whom it may concern:

The purpose of this letter is to recommend Monticola Security based on my own experience with the company. I used Monticola Security to provide detailed security services and labor services. I am extremely pleased with the quality of services they were able to provide. I have a standing contract with them, I also have had the privilege to work with Kim and Tim for the past 15 years and I will continue to work with them for the useable future. I can recommend them without reservation to others in need of similar services

A few examples of their high-quality services

- Monticola always provides self-motivated and well-capable employees that will achieve any goal, or task given.
- Monticola would fill in and do whatever is needed to meet your security needs.
- Monticola has a superior and professional management team.

I am very happy to recommend Monticola Security to you and know that your experience with them will be as positive as mine. If I can answer any additional questions about my experience as a customer, please feel free to contact me. My contact info is listed below and I would be more than happy to answer any of your questions.

Sincerely,

A handwritten signature in blue ink that reads 'Andrew M. Johnston'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Andrew Johnston
Health & Safety Manager
Felman Productions LLC
Work (304) 882-1424
Cell (304) 644-3007

February 8, 2024

To whom it may concern,

I'm writing to share with you my whole-hearted endorsement of Tim Tucker. I've known him for over 10 years as he's been a co-worker and friend.

Tim is dependable, and always willing to step up and help others.

Tim's overall friendly demeanor and positive attitude is contagious. He's always willing to help.

All in all Tim is someone that would be valuable on any team. He is not only self-motivated and friendly, but also highly skilled.

Feel free to reach out with any questions.

Best regards,



Nelson Johnson

288 Willow Point Circle

Savannah Georgia 31407

912-242-2416

johnson_nelson@yahoo.com

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

(Printed Name and Title) Tim Tucker

(Address) 11 Putney Street, Charleston, WV 25306

(Phone Number) / (Fax Number) 304-595-1500 EXT 204

(email address) Tim@Monticolasecurity.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.

Tucker Security LLC dba Monticola Security

(Company)

(Signature of Authorized Representative)

Tim Tucker, COO February 7, 2024

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

(304) 595-1500 ext 204 FAX (304) 595-2500

(Phone Number) (Fax Number)

Tim@Monticolasecurity.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT2400000007

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Tucker Security LLC dba Monticola Security

Company


Authorized Signature

February 7, 2024

Date

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

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: State of WV

Name of Associate: Tim Tucker

Signature: _____

Signature: 

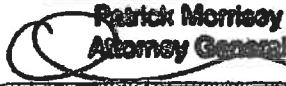
Title: Senior Buyer

Title: COO

Date: _____

Date: February 7, 2024

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 11

BY _____
Patrick Morrissey
Attorney General

Appendix A

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

Name of Associate: Tucker Security LLC dba Monticola Security

Name of Agency: State of West Virginia

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

All possible Personal Health Information.

- Any and all personally identifiable information including but not limited to name, address, date of birth, Social Security Number, telephone number, and insurance information.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Tucker Security LLC dba Monticola Security
Name of Contracting Business Entity: _____ **Address:** 11 Putney Street,
Charleston, WV 25306

Name of Authorized Agent: Tim Tucker, COO **Address:** 11 Putney Street, Charleston, WV 25306

Contract Number: LOT2400000007 **Contract Description:** Security Guard Services

Governmental agency awarding contract: West Virginia Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

- 1. **Subcontractors or other entities performing work or service under the Contract**
 Check here if none, otherwise list entity/individual names below.

- 2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
 Check here if none, otherwise list entity/individual names below.

- 3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
 Check here if none, otherwise list entity/individual names below.

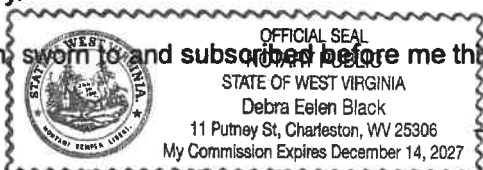
Signature: _____ Date Signed: February 7, 2024

Notary Verification

State of West Virginia, County of Kanawha:

I, Debra Eelen Black, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7th day of February,
Debra Eelen Black
Notary Public's Signature



To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: WV Purchasing Division

REQUEST FOR QUOTATION
West Virginia Lottery
Security Guard Services

- 6.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 6.3 Reports:** Vendor shall provide up on request quarterly reports and annual summaries to the Lottery showing the Lottery's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 6.4 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:	<u>Josh Hall</u>
Telephone Number:	<u>(304) 595-1500 ext 203</u>
Fax Number:	<u>(304) 595-2500</u>
Email Address:	<u>Josh@Monticolasecurity.com</u>



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
 Service - Prof

Proc Folder: 1368668			Reason for Modification:
Doc Description: West Virginia Lottery contract for Security Guard Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-30	2024-02-14 13:30	CRFQ 0705 LOT2400000007	1

BID RECEIVING LOCATION

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

RECEIVED
 2024 FEB 14 AM 10:02
 WV PURCHASING
 DIVISION

VENDOR

Vendor Customer Code:

Vendor Name : Tucker Security LLC dba Monticola Security

Address : 11 Putney Stree

Street :

City : Charleston

State : WV **Country :** USA **Zip :** 25306

Principal Contact : Tim Tucker

Vendor Contact Phone: 304-595-1500 **Extension:** 202

FOR INFORMATION CONTACT THE BUYER
 Brandon L Barr
 304-558-2652
 brandon.l.barr@wv.gov

Vendor Signature X  **FEIN#** 83-145-2103 **DATE** Feb 7, 2024

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish a contract for Security Guard Services per the terms and conditions, Exhibit A, B, and C, and specifications as attached.

INVOICE TO		SHIP TO	
LOTTERY PO BOX 2067		LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Guard II	6240.00000	HOUR	\$19.50	\$121,680.00

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
See Specifications and Exhibit A - Pricing Page

INVOICE TO		SHIP TO	
LOTTERY PO BOX 2067		LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Security Guard III - Shift Supervisor	2080.00000	HOUR	\$21.00	\$43,680.00

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
See Specifications and Exhibit A - Pricing Page

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by February 7th, 2024 at 10:00am ET	2024-02-07

EXHIBIT A – Pricing Page

Section	Guard Classification	*Estimated Hours	Hourly Rate	Total Amount
1	Security Guard II	6,240	\$ 19.50 -	\$ 121,680.00 -
2	Security Guard III / Shift Supervisor	2,080	\$ 21.00 -	\$ 43,680.00 -
			TOTAL COST	\$ 165,360.00 -

Please note: *This information is being captured for auditing purposes. The estimated volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. A no bid may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:

Vendor Name:	Tucker Security LLC dba Monticola Security
Address:	11 Putney Street, Charleston, WV 25306
City, St. Zip:	Charleston, WV 25306
Phone No.:	(304) 595-1500 ext 204
Email Address:	Tim@Monticolasecurity.com

	February 7, 2024
---	------------------

Vendor Signature:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2024

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

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

PRODUCER Venture Pacific Insurance Services 111 Corporate Drive #200 Ladera Ranch CA 92694 License#: OM63276 TUCKSEC-01	CONTACT NAME: Tracy Mullins PHONE (A/C, No, Ext): 949-297-4900 E-MAIL ADDRESS: tmullins@vpisrisk.com	FAX (A/C, No): 949-297-4911	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tucker Security LLC dba Monticola Security 15 Rio Del Norte Road Saint Augustine FL 32095	INSURER A: Philadelphia Indemnity Ins Co		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1210982478 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2585391	7/28/2023	7/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		PHUB875635	7/28/2023	7/28/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Theft - Client Premises		PHPK2585391	7/28/2023	7/28/2024	Limit \$50,000 Deductible \$5,000

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

Certificate holder is included as additional insured as per attached policy form.
 Proof of Coverage Only

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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