

Extended Description:

Central Master Agreement- (Open-End Contract)

The Vendor, BWH Security, of Ashland, KY, agrees to enter into this Open-End Contract with the Department of Administration, General Services Division, to provide security service of unarmed guards for various buildings and grounds throughout West Virginia per the bid requirements, specifications, terms and conditions, Addendum No. 1 dated 03/27/2024, Addendum No. 2 dated 03/28/2024, Addendum No. 3 dated 03/29/2024 and the Vendors submitted and accepted bid dated 04/01/2024 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	92121504			HOUR	16.800000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Security guard services**Extended Description:**

Building 34 -

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	92121504			HOUR	16.800000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Security guard services**Extended Description:**

Building 53 -

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	92121504			HOUR	16.800000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Security guard services**Extended Description:**

Building 54 -

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	92121504			HOUR	16.800000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Security guard services**Extended Description:**

Building 55 -

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-year from award of contract. 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.

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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: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 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: \$100,000.00 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.

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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 hearth, 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) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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

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

(Company)

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

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) Scott Ball - CEO

(Address) PO Box 5191 Ashland, KY 41105

(Phone Number) / (Fax Number) 606.585.5351 / 606.644.0422

(email address) s.ball@bwhsecurity.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.

BWH Security, LLC

(Company)

(Signature of Authorized Representative)

Scott Wamsley - CFO

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

606.923.2811 / 606.644.0422

(Phone Number) (Fax Number)

s.wamsley@bwhsecurity.com

(Email Address)

REQUEST FOR QUOTATION
Security Guard Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids, on behalf of the Department of Administration, General Services Division, to establish a Contract for the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service of unarmed guards for various buildings and grounds throughout West Virginia. The service may be 24 hours per day, 365 days per year depending on each State Agencies requirements for this service. The resulting contract may be used by all West Virginia State Agencies and political subdivisions within all 55 counties.
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 **Agency** – The term “Agency” as used herein means the State of West Virginia and any agency, quasi agency, or political subdivision of the State of West Virginia receiving services under this contract and may be used interchangeably with the term “State” where appropriate.
 - 2.2 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.3 **“OJT”** means on the job training.
 - 2.4 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.5 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ GSD2400000019.
 - 2.6 **“State”** means the state of West Virginia and any or all of its agencies, quasi agencies, or political subdivisions and may be used interchangeably with the term “Agency” where appropriate.
 - 2.7 **“YTD”** means year-to-date.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agencies with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

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3.1.1 SECURITY GUARD SERVICES

3.1.1.1 VENDOR QUALIFICATIONS/REFERENCES:

To qualify to receive an award of this contract, bidders:

- a. Must have been in an operating business entity since January 1, 2019.
- b. Must have provided security services as described herein since January 1, 2019
- c. Must provide a statement of the total number of years the bidding entity has been provided security services.
- d. Should provide (2) references for whom the bidding entity has provided security services in each Region being bid.
- e. Should submit the following information to Purchasing with their bid but must provide prior to contract award:
 - i. Full legal name of the bidding entity.
 - ii. The date the business entity was established.
 - iii. Email, Telephone, and fax numbers of the bidding entity.
 - iv. The telephone number where personnel of the bidding entity can be reached 24 hours a day.
 - v. FEIN or Social Security number of the bidding entity
 - vi. Number of full-time employees as of August 1, 2020
 - vii. Normal hours of operation

Bidders may submit additional information on their business qualifications; **please limit this additional information to a maximum of three (3) pages.**

3.1.2 SCOPE OF WORK:

3.1.2.1 General Staffing: Vendor shall provide qualified, trained security guards to various facilities and agency locations of the State. Vendor shall provide the following services including, but not limited to:

- 3.1.2.1.1** security services for buildings, facilities, grounds, parking, and rights-of-ways for employees and visitors, customers, and vendors.
- 3.1.2.1.2** emergency response (contact local law enforcement, local emergency services, etc.
- 3.1.2.1.3** patrol/rover monitoring services (building, grounds, parking, etc.
- 3.1.2.1.4** report damages, leaks, falling debris, etc.
- 3.1.2.1.5** access control.
- 3.1.2.1.6** technology control station monitoring.
- 3.1.2.1.7** daily briefings, if requested to the agency and next shift guard.
- 3.1.2.1.8** other related security/monitoring services as needed.

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3.1.2.1.9 The service requirements vary by location and may require coverage for 24 hours per day, 365 days per year.

3.1.2.1.10 Vendor must reply to the requesting agency's general staffing request within forty-eight (48) hours of the submitted request to confirm the following:

- (a) the ability to supply the general staffing request, or
- (b) the inability to supply the general staffing request which will act as a waiver from the vendor and must be retained in the State agency file to allow the staffing request to be procured from another supplier.

3.1.2.2 Special Staffing: In addition to the standard and routine office hours worked by Vendor's security guards per week, Vendor must provide security guard coverage for any given number of unplanned, special events ("Specials"). Such Specials can involve providing access control or overnight security at sites of special events, facility repairs, or construction activity. These Specials can occur anywhere within the State of West Virginia.

3.1.2.2.1 The service requirements vary by location and may require coverage for 24 hours per day for extended periods.

3.1.2.2.2 Vendor must reply to the requesting agency's special staffing request within twenty-four (24) hours of the submitted request to confirm the following:

- (a) the ability to supply the special staffing request, or
- (b) the inability to supply the special staffing request.

3.1.2.3 Emergency Staffing: In the event the Agency determines that a situation is an emergency, the Agency may request additional security guard coverage.

3.1.2.3.1 Vendor shall provide the additional emergency security guard coverage requested within eight (8) hours of the submitted request.

3.1.2.3.1.1 The service requirements vary by location and may require coverage for 24 hours per day for extended periods.

3.1.2.3.1.2 Vendor must reply to the requesting agency's emergency staffing request within two (2) hours of the submitted request to confirm the following:

- (a) the ability to supply the emergency staffing request, or
- (b) the inability to supply the emergency staffing request.

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3.1.2.4 Independent Contractor: The Vendor and its agents shall offer services to the Agency as an independent contractor and shall accept the requirements of these specifications as the requirements necessary to perform the function of a commercial guard service at a professional and sustained level of service.

3.1.3 TURNOVER CONTROL:

3.1.3.1 Turnover in the total number of security guards provided to the State shall not exceed 25% per annum or 30% in one quarter.

3.1.3.2 Should turnover exceed these limitations the Vendor shall, at their own expense, provide all training previously provided as necessary to ensure that the replacing security guards possess a level of skill equal to the security guards who have terminated service.

3.1.3.3 Vendor(s) shall make all reasonable efforts to minimize attrition among trained qualified security guards.

3.1.4 REPLACEMENT OF EQUIPMENT PROVISIONS:

3.1.4.1 The Vendor shall bear the cost of repair and/or replacement of any equipment provide by the Agency for use in performing the security services that is rendered inoperative because of misuse, or abuse of the contract employee using the equipment, (or failing to provide reasonable care and security,) or due to a failure to provide the contract employee with training sufficient to operate the equipment in a normal, safe, and effective manner.

3.1.4.1.1 This provision shall not apply to equipment failure mutually agreed by the Agency and the Vendor as having occurred as a result of normal use or wear.

3.1.5 REPORTING REQUIREMENTS:

3.1.5.1 Reporting & Documentation of Incidents: The Vendor or his designee shall be responsible for providing both a written and oral report of any incident that occurs on any shift at the close of that shift period. This report shall be provided to the shift supervisor. An incident is defined as, but not limited to, the following:

3.1.5.1.1 Any apparent or suspected criminal attack exercised against the Agency, its assets, or personnel, including the employees of the contractor assigned to the site or any authorized or unauthorized visitors thereon.

3.1.5.1.2 Any criminal or civil charges brought against the Vendor or its personnel as it may relate to the contracted service.

3.1.5.1.3 Any apparent trespass of the Agency's property.

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- 3.1.5.1.4 Any verbal or physical confrontation resulting between a contract employee and an Agency employee or guests or visitors on the campus.
- 3.1.5.1.5 Any performance failure of the Vendor.
- 3.1.5.1.6 Any federal, state, or county regulatory requirement in which the Vendor is in noncompliance.
- 3.1.5.1.7 Any equipment or system failure associated with the performance of the contracted service.
- 3.1.5.1.8 Any fire or unsafe condition existing within the Agency's environment and observed by or reported to a contract employee, and emergency actions taken by the contract employee to eliminate or improve such conditions.
- 3.1.5.1.9 Any incident in which procedures governing the safe and orderly operation of the site are violated.

3.1.5.2 General Reporting Requirements: The Vendor **shall** provide to the Agency written reports as identified in substance and frequency set forth below. These reporting requirements shall not be considered exclusive, and the Agency may, at its discretion, identify and request other information relating to the contracted service. All documentation submitted under this subsection will be certified by signature as being true and correct.

3.1.5.2.1 Required Reports, Report Contents, and Due Dates:

3.1.5.2.1.1 Billing report: Vendor shall submit a Billing report to each Agency receiving services under this contract and should contain the following items: Name of the officer, skill level assigned, billing rate, days, hours per day and locations worked, and a total amount due and payable.

3.1.5.2.1.1.1 The Billing report will be due on Tuesdays on a bi-weekly basis (every other Tuesday).

3.1.5.2.1.2 Personnel Turnover Report: Vendor shall submit a Personnel Turnover report to each Agency receiving services under this contract **quarterly on March 10, June 10, September 10, and December 10 of each year.**

3.1.5.2.1.2.1 The Personnel Turnover report shall contain the percentage of turnover the vendor experienced in its security guard services provided to the Agency for each month of the quarter and for the entire quarterly period.

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3.1.5.2.1.3 Summary of Service Report: Vendor shall provide an Hours of Service report to each Agency receiving services under this contract on the **10th day of each month**. The Hours of Service report shall include a listing of the hours of service performed by post, a summary of the service provided, and the compensation rate paid.

3.1.5.2.1.4 Training report: Vendor shall provide the Training report to each Agency receiving services under this contract on the **10th day of each month**. The training report should contain the following items: Name of the individuals completing the training, designation of classroom or on-the-job training, number of hours trained, and training topics covered.

3.1.5.2.1.5 Proof of License Renewal and Insurance: Vendor shall provide proof that all applicable licenses and insurance have been renewed to each Agency receiving services under this contract. Such proof shall be provided in a form acceptable to each Agency **on November 10 of each year**.

3.1.5.2.1.6 Compliance and Noncompliance Reporting: The requirements set forth in this document pertain to the form and substance in which work shall be administered. The successful Vendor shall adhere to these requirements and shall notify the Agency of any noncompliance prior to occurrence, if possible, but no later than five business days after occurrence.

3.1.5.2.1.7 Employment Reporting: The Vendor shall provide the Agency with a list of all Vendors' employees on a regular basis and upon request who are currently assigned to this contract, potential candidates for assignment to this contract or are temporary assignment to this contract.

3.1.7 SECURITY GUARD REQUIREMENTS:

The requirements set forth in this section pertain to the quality and performance capability of security guards assigned to this contract service. In the event specific requirements set forth herein are in conflict with any government regulations, the government regulations shall prevail.

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- 3.1.7.1 Candidate Minimum Qualifications:** Each candidate Vendor considers for performance of this contract shall have the minimum qualifications listed below prior to beginning the training process. Experience may be considered as a substitute for certain minimum qualifications when appropriate. To meet the minimum qualifications for performing under this contract Vendor's employees must:
- 3.1.7.1.1** Be 18 years of age or older.
 - 3.1.7.1.2** Have a high school diploma or equivalent written examination.
 - 3.1.7.1.3** Have a valid motor vehicle operator's license (when operation of motor vehicle is required).
 - 3.1.7.1.4** Pass a background check as outlined below:
 - 3.1.7.1.5** Pass a physical examination and drug test as outlined below.
 - 3.1.7.1.6** Pass a physical fitness test as outlined below.
 - 3.1.7.1.7** Complete the required training as outlined below.
 - 3.1.7.1.8** Pass a written, validated examination developed by the Vendor that is indicative of the candidate's ability to understand and perform the duties to be assigned.
 - 3.1.7.1.8.1** Examinations must meet criteria that impartially measure the knowledge or skills required for the particular job or class of jobs the candidate seeks or that impartially affords the employer a chance to measure the applicant's ability to perform the job or particular class of job.
- 3.1.7.2 Background Check:** All potential security guards proposed for service under this contract must have a complete background check performed by Vendor at Vendor's sole cost. The background check will include but not be limited to:
- 3.1.7.2.1** A credit check.
 - 3.1.7.2.2** Confirmation of previous employment.
 - 3.1.7.2.3** Verification of references.
 - 3.1.7.2.4** Criminal record check on the State and Federal level.
 - 3.1.7.2.5** Drivers license verification and background information.
 - 3.1.7.2.6** Finger print validation by West Virginia State police.
 - 3.1.7.2.7** Five years of employment and neighborhood experience (when possible).
 - 3.1.7.2.8** All security guards submitted by Vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal) and must have a credit report acceptable to the Agency.
 - 3.1.7.2.9** A copy of the fingerprint validation report shall be submitted to the Agency when the security guard is assigned to the contract. Under no circumstances shall a guard be assigned to this contract without the fingerprint validation report first being submitted to the Agency.

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3.1.7.2.10 The Vendor shall present the results of the background check to the Agency for consideration prior to assigning any security guard to perform under this contract.

3.1.7.2.10.1 The Agency may accept a Vendor's manager's certified report (must be dated, signed and notarized) that a background investigation was conducted in accordance with the stipulations stated herein and that an impartial review revealed that no information was discovered during the investigation that would be harmful to the Agency's interests by assigning the candidate to the contract. The Agency reserves the right to obtain copies of background investigations.

3.1.7.3 Physical Examination, Drug Test, and Physical Fitness Testing:

3.1.7.3.1 Physical Examination: Security guards assigned to this contract must pass a physical examination by a licensed Physician prior to being assigned to perform under this contract and **annually** thereafter.

3.1.7.3.1.1 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. A security guard will be deemed to have a sight limitation if the security guard's vision is not corrected to 20/20 or better.

3.1.7.3.1.2 All cost for the annual physical examination will be the responsibility of the Vendor.

3.1.7.3.2 Drug Testing: Security Guards assigned to this contract must pass a drug test prior to being assigned to perform under this contract and **annually** thereafter.

3.1.7.3.2.1 A guard is deemed to have passed the drug test if the guard is found to be free of all illegal and performance impairing substances (including alcohol).

3.1.7.3.2.2 Random drug testing can be requested by the Agency and paid for by the Agency.

3.1.7.4 Minimum Training Before Assignment: The Vendor must provide the training set forth below to each security guard before assignment to the Agency's service under this contract or provide evidence acceptable to the Agency that the security guard has an equivalent skill level to that established in the training program.

3.1.7.4.1 All training and instruction shall be provided at the Vendor's expense. All training modules must have the advanced approval of the Agency and instructors must have the experience and qualifications, satisfactory to the Agency, necessary to provide instruction.

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The required pre-assignment training includes the six modules listed below, but an Agency, at its sole discretion, reserves the right to require additional training if it deems such additional training necessary.

- a. *Module 1: The Security Responsibility (2 hours)*** The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; and report writing and documentation.
- b. *Module 2: The Protected Environment (1.5 hours)*** The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.
- c. *Module 3: Legal Powers and Limitations (3 hours)*** This module shall include a discussion of the philosophy of prevention versus apprehension; the concept of timely intervention in a developing situation; the limitations of arrest powers and the agency's requirements in these matters; the use of force and the need to establish ability, opportunity, and jeopardy to self and others; and the limitations on search and seizure and the Agency's requirements in these matters
- d. *Module 4: Standard Operating Procedures (3 hours)*** This module shall include a description of entry-level job responsibilities pertaining to assignment to Agency's premises; basic administrative practices of the Agency; familiarization with Agency procedures and documentation practices; identification of the Agency's access-control and alarm systems; and handling confrontations on Agency's premises.
- e. *Module 5: Emergency Practices (2 hours)*** This module shall include identification and discussion of types of emergencies that may occur and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.
- f. *Module 6: Review (1 hour)***

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3.1.7.5 Minimum Training for Limited Assignment Personnel (Special and Emergency Staffing): Temporary limited assignment of Vendor's personnel above and beyond the normal staff of security guards may be required during peak periods such as the legislative session or other special high foot and vehicle traffic events. In any event, no assignment of any individual temporary guard may exceed sixty (60) calendar days. Any individual assigned as a temporary employee must complete the following three training modules prior to providing temporary service under this contract.

a. *Module 1: The Security Responsibility (2 hours)* The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; report writing and documentation.

b. *Module 2: The Protected Environment (1.5 hours)* The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.

c. *Module 5: Emergency Practices (2 hours)* This module shall include identification and discussion of types of emergencies that may occur, and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.

3.1.8 Probationary Period:

3.1.8.1 Probationary Period Defined: The Vendor shall assign employees to the Agency's premises with the understanding that the first 90 calendar days (for all skill level categories) that assignment is considered probationary. During this probationary period the Agency may, at their own discretion, require that the Vendor's employee be removed from the contract. On completion of the probationary period, the Agency will request removal of a Vendor employee for cause only. **NOTE:** On completion of the probationary period, the classification/skill level of security guard will remain unaltered.

3.1.8.2 On-the-job Training (OJT): During the probationary period of any individual, the Vendor shall provide on-the-job training as outlined in the modules below but may also include other matters as Vendor or Agency deem appropriate.

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- 3.1.8.2.1** On-the-job training may only be conducted under the direct supervision of a qualified security guard (approved by the Agency) who has by practice and experience, a working knowledge of all of the Agencies practices and procedures relating to the safety and security matters of the site.
- 3.1.8.2.2** The Vendor shall provide evidence of the completion of such training, detailing the instruction matters covered and instruction periods in each specific area upon request to the agency. The Vendor bears the responsibility of coordinating this instruction with the shift supervisor to assure the required protection level is maintained at all times.
- 3.1.8.2.3** On-the-job training will be conducted during periods when the trainee is exposed to the maximum learning opportunity as it relates to activity and the ability to participate in active occurrences under the supervision of the senior security guard.
- 3.1.8.2.4** The training will involve the trainee in live performance experience in the areas identified for such time periods as may be deemed reasonable by the instructor for a trainee to learn the complexities of each task. At such time as the assigned training security guard advises that the trainee has mastered the requirements of a particular area, a new area of training will be undertaken.

NOTE: In no cases shall the on-the-job training requirement be less than stated above, regardless of the entry-level experience of the trainee. The learning emphasis will be as follows:

On-the-job 1: Prevention/Protection

- A.** Patrol requirements
- B.** Communication system use and procedure.
- C.** Use of vehicles
- D.** Hazard identification: initial action and reporting
- E.** Identification systems
- F.** Package screening procedures
- G.** Agency/Vendor reporting requirements
- H.** Receiving dock operations and procedures
- I.** Response to fire and intrusion alarms and reports
- J.** Responsibilities of individual posts for timely intervention response to alarms and emergency situations
- K.** Traffic and parking control and enforcement
- L.** Specific escort requirements
- M.** Appearance, bearing, and demeanor.

On-the-job 2: Enforcement

- A.** Techniques of handling confrontations with Agency's employees, visitors and contractors
- B.** Techniques of handling normal business contacts with Agency's employees, senior executives, visitors, special

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- guests and contractors
- C. Specific post instructions
- D. Enforcement responsibilities of Agency's procedures and regulations
- E. Review of criminal law procedures regarding potential site confrontations
- F. Documentation of and preservation of evidence
- G. Limitations on search and seizure
- H. Proper report writing

On-the-Job 3: Emergency Procedures

- A. Basic first aid practices
- B. Firefighting practices
- C. Evacuation practices
- D. Bomb search practices
- E. Power failure practices

On-the-Job 4: special Equipment Training

- A. Operation of vehicles
- B. Operation of radio communication systems
- C. Console operation practices
- D. Operation of computerized alarm and access control systems
- E. Operation of Closed-Circuit Television system for monitoring and tracking.

3.1.9 Certification of Qualification: A letter or copy of an affidavit shall be provided to the Agency from each security guard assigned to the contract certifying under the penalty of false swearing and that the security guard has met all of the hiring and training requirements as set forth in the contract. **NOTE:** False swearing will be grounds for automatic termination of the guard from assignment to this contract.

3.1.10 Skill Level Categories: The Vendor is advised that beyond the status of probationary guard, security guards assigned to the Agency under this contract may qualify for four distinct skill levels. A general description of each skill level is provided below in an ascending skill level from least skilled to most skilled. A probationary security guard must have successfully completed a minimum of 12.5 hours of classroom training and the prescribed on-the-job training to be considered qualified to fill the least-skilled category.

Differential requirements of each skill level must be validated before a guard is assigned to work at that skill level. It is the requirement of the Vendor to ensure the validation is complete and accurate. At any time, the Agency may request and Vendor shall provide documentation to verify that an individual meets the qualifications of a particular skill level.

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3.1.10.1 Service Request: Vendor shall provide a security guard at the skill level requested by the Agency and shall continue to provide a security guard at the requested skill level until such time as the Agency determines, in its sole discretion, that a security guard of a differing skill level is required and makes a request for a security guard of a differing skill level.

3.1.10.1.1 If a security guard providing services to an Agency under this contract advances in skill level, the Vendor shall continue to provide the security guard at the original hourly price for the skill level requested until such time as the Agency, in its sole discretion, determines that it requires a security guard of a higher skill level.

3.1.10.1.2 If the vendor is unable to provide a security guard at the requested skill level, the vendor shall supply a security guard with a higher skill level at the original requested skill level hourly billing rate.

3.1.10.1.2.1 Providing a security guard with a lower skill level than that requested is not permitted.

3.1.10.2 Failure to Provide Security Guards: The inability to provide security guards at the service level requested or an acceptable substitute as provided for in the Service Request section above are grounds for contract cancellation.

Security Guard Skill Levels:

1. Probationary Security Guard I - shall have completed:

- a) Security Officer Orientation
- b) Role of the Security Officer
- c) Report Writing
- d) Legal Powers and Limitations
- e) Preventing Discrimination & Harassment
- f) Emergency Procedures
- g) Bloodborne Pathogens
- h) Access Control
- i) Communications & Public Relations
- j) Customer Service
- k) Professionalism & Ethics
- l) Use of Force
- m) Workplace Violence
- n) Site OJT

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2. Security Guard II - shall have completed Security Officer 1 training and the following:

- a) Fire Safety Officer
- b) Physical Security & Loss Prevention
- c) Patrol
- d) Crime Prevention & Response
- e) Workplace Safety
- f) Advanced Report Writing
- g) Preventing Workplace Violence
- h) Emergency Situations
- i) Dealing with Aggressive Behavior
- j) Ready Response

3. Security Guard III/ Shift Supervisor – shall have completed Security Officer 1 and 2 training and the following:

- a) Customer Relations
- b) Time Management
- c) Basic Investigations
- d) Cultural Diversity
- e) Strikes, Pickets, & Crowd Control

4. Sergeant & Lieutenant IV/ Site Supervisor – shall have completed all Security Officer 1, 2 and 3 training and the following:

- a) Interpersonal Communications
- b) Managing Conflict
- c) Interviewing Witnesses & Suspects
- d) Teamwork
- e) Principals of Leadership

NOTE: Before any Security Guard is advanced in rank a report of the training completed shall be provided by the Vendor to the site client contact for written approval. As the Agency, in its sole discretion, determines that it requires a security guard of a higher skill level.

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3.1.11 Performance Evaluation (Joint Evaluation):

The Agency and Vendor shall be responsible for performing, documenting, and making a performance evaluation of each contract employee, no less than twice annually. The evaluation results conducted by the Agency must be submitted to the Vendor for its review and approval. The evaluation will include an appraisal of the following areas:

- a. Appearance, bearing, and demeanor.
- b. Attitude, reliability, and punctuality
- c. Technical knowledge and skill of performance requirements
- d. Procedural knowledge of Agency requirements
- e. Leadership capability and potential
- f. Special areas of competence
- g. Physical testing reports (Vendor Report Only)

3.1.12 On-site Supervisory Responsibilities (for each shift):

This guard will be responsible for the control and accuracy of time records for all contract personnel and exercise overall supervision and direction of the guard force. The minimum acceptable skill level for this section shall be Security Guard III/Shift Supervisor.

3.1.13 Shift Continuity:

The Vendor shall insure that resources are available for the Vendor to coordinate multiple shift operations.

3.1.13.1 Security guards will not leave their post until relieved by the corresponding officer posted to the next shift.

3.1.14 Alternate Replacement Personnel:

The Vendor may, from time to time, identify a need for additional alternate security guards to fulfill a temporary service or relieve vacations and sickness of permanent personnel. In such instances the Vendor and Agency will evaluate the minimum skill requirements and pre-screening practices required based on the available lead time and the nature of temporary assignment to meet the service needs.

3.1.15 Uniforms:

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

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3.1.15.2 Badges and other insignia to be worn on the security guards' uniforms will be in accordance with any state law that may apply. Vendor shall supply individual name badges for all guards.

3.1.15.3 Vendor(s) are required to submit pictures of uniforms with all badges as proposed (including cold weather gear) upon request.

3.1.16 Personal Appearance:

To enhance public respect and recognition, employees shall strive to keep a neat and clean appearance while on duty. It shall be considered unacceptable conduct for uniformed guards to practice poor personal hygiene or poor grooming habits in their personal appearance while in the performance of their duties.

3.1.16.1

Appearance and Personal Hygiene: The following rules shall govern the appearance and personal hygiene issues of any security guard providing service to the Agency under this contract.

3.1.16.1.1 Male and Female Employees:

- a) Body piercing (with the exception of earrings for female employees) which is visible anytime while on duty and/or in uniform is prohibited.
- b) Necklaces may be worn but shall not be visible.
- c) A bracelet may be worn only if it contains medical information concerning the member and does not create a safety hazard.
- d) No more than one ring shall be worn on each hand except that a combination engagement and wedding band may be worn by females.
- e) Rings shall not have sharp edges that would create a hazard to the employee when wearing gloves.
- f) No personal items shall be visible from the uniform pockets except appropriate writing pens.
- g) Employees may wear only sunglasses with gold, silver, black or brown colored frames which complement the uniform. The sunglasses shall be of a professional type. No faddish, multicolored, or mirrored sunglasses shall be worn. Nor shall sunglasses be worn during conditions that do not merit their utilization.
- h) The bulk of hair shall not be excessive to the extent that it hinders the wearing of appropriate headgear.
- i) Hairstyles that may be considered "fads" or "special hairstyles" or "designs" are prohibited. Hairstyles may not hinder the correct wearing of the hat.

REQUEST FOR QUOTATION
Security Guard Services

3.1.16.1.2 Male Uniformed Employees:

- a) Hairstyles may be either tapered or block cut, but must be worn in a neat, conservative and professional manner at all times. The hair length shall not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck.
- b) If an employee desires to wear sideburns, mustache, or beard they must be neatly groomed.
 - b.i) Agency may request the face to be clean shaven. And will indicate to the vendor upon guard request.
- c) Male uniformed employees are prohibited from wearing earrings while on duty.

3.1.16.1.3 Female Uniformed Employees:

- a) Hairstyles must be worn in a neat, conservative, and professional manner at all times.
- b) If short hair is preferred, the length directives for males shall be observed.
- c) If medium length or long hair is preferred, the hair shall be worn up in a neat manner and touch the collar but shall not fall below the collar edge.
- d) Hair may be worn with “bangs”, but they shall not fall over the eyebrows.
- e) Hair may be “braided or platted” if the style presents a neat and professional appearance.
- f) Hair clasps, barrettes, or fasteners must correspond with hair color and must not be conspicuous. Hair nets, ribbons, beads and so forth are prohibited from being worn.
- g) Hair color shall be of a conservative shade and have no unnatural tones of color. Spraying substances, color or glitter are prohibited.
- h) False eyelashes are prohibited.
- i) If worn, cosmetics shall be conservative and professional in appearance, understated rather than overwhelming in application and shall blend in with the natural color of the skin.
- j) Earrings shall be of a small post or stud type with only one earring worn in each ear.

3.1.17 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not

REQUEST FOR QUOTATION
Security Guard Services

paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

3.1.18 Certifications Related to Lobbying:

Vendor 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 agency, 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, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor 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 fact upon which reliance was placed when this contract was made and entered into.

3.1.19 Subcontracts/Joint Ventures:

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

REQUEST FOR QUOTATION
Security Guard Services

3.1.20 Record Retention (Access & Confidentiality):

3.1.20.1 Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services commodities rendered under this contract by Vendor.

3.1.20.2 The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 calendar days after receipt of the request.

3.1.20.3 Vendor agrees to maintain confidentiality and security of any private and/or confidential data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

3.1.21 REPORTS: The Vendor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum of the following information pertaining to the Contract:

- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price;
- f. Turnover rate.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The contract number must be included on all Quarterly Sales Reports. Send reports to: James.R.Jones@wv.gov.

Failure to supply such reports may be grounds for cancellation of this Contract.

REQUEST FOR QUOTATION
Security Guard Services

4 CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded into four (4) geographical regions defined on the **Exhibit_A Pricing Pages** to the Vendor(s) that provide the Contract Items meeting the required specifications for the **lowest overall total cost per region for all Contract Items per Region** as shown on the Pricing Pages. Vendors must complete the pricing pages for regions which you are bidding and must supply all the Contract Items for each region bid. Failure to provide pricing for all Contract Items for each region bid may result in the vendors' bid being disqualified.

4.2 Pricing Pages: Vendor must complete the **Exhibit_A Pricing Pages** by providing an hourly billing rate for each Guard Classification and then multiplying the hourly billing rate times the estimated hours to get the extended amount. The total for the extended amount column should be totaled at the bottom of the pricing page to show the total cost per region. The Pricing Pages have been provided in Excel and formatted to automatically calculate the bid scenario. However, it is the vendor's responsibility to ensure the calculations for their bid are correct before submitting. In the event of any errors, the Unit Price shall prevail. Vendors should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase 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.

Vendors should type or electronically enter the information into the Exhibit_A Pricing Pages to prevent errors in the evaluation.

5 ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. The vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION
Security Guard Services

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

5.2.1 Invoices should include (at a minimum), Contract Number, Delivery Order Number, Vendor FEIN, Service Dates/Worked Time.

5.2.2 Invoices shall be submitted to:

General Services Division
Building 18
103 Michigan Avenue
Charleston, WV 25311

or emailed to GSDInvoices@wv.gov

6 MISCELLANEOUS:

6.2 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

6.3 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.

6.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency'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.

REQUEST FOR QUOTATION
Security Guard Services

- 6.5 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 - GSD Buildings

<u>Building</u>	<u>Address</u>	<u>Bid- Hourly Labor</u> <u>Rate</u>
34	100 Municipal Plaza Weirton, WV 26062	X <u>16.80</u>
53	153 W. Main Street Clarksburg, WV 26301	X \$ <u>16.80</u>
54	400 Adams Street Fairmont, WV 26554	X \$ <u>16.80</u>
55	130 Stratton Street Logan, WV 25601	X \$ <u>16.80</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 - Misc

Proc Folder: 1395780

Doc Description: Security Guard Services - GSD Buildings

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-27	2024-04-02 13:30	CRFQ 0211 GSD2400000019	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

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN#

DATE

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

SOLICITATION NUMBER: CRFQ GSD2400000019

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:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. To publish responses to Vendor Technical Questions, per Attachment A.

No other changes.

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

Security Guard Services
Vendor Technical Questions and Responses

- Q 1.** Does the security vendor need to provide any specialized equipment for these locations.
- A 1.** The Vendor will only need to provide a uniform for the guard.
- Q 2.** What would be the official start date and time for the contract.
- A 2.** Anticipated start date for the contract is May 1, 2024. Start times may vary between location but are typically either 7:00 am or 8:00 am.
- Q 3.** In section 3.1.7.3.2 Drug Testing – Is there a specific company or contractor the testing is required to be performed by?
- A 3.** The testing provider will be at the discretion of the vendor awarded the contract.
- Q 4.** How long has the current provider been with you?
- A 4.** We are currently working under an Emergency Purchase Order as a result of cancellation of a Statewide Contract for these services.
- Q 5.** What was the total spend last year on security services?
- A 5.** Agencies spend for the previous year, for the locations to be serviced, was \$146,160.00.
- Q 6.** Can you provide the evaluation criteria for this solicitation?
- A 6.** The contract will be awarded to the lowest overall cost for all locations.
- Q 7.** Does the department any specific format for the response submission?
- A 7.** Vendor(s) response should include any information they wish to provide, and they are required to submit the completed Exhibit A – Pricing Page.
- Q 8.** Is this a new requirement or an on-going requirement?
- A 8.** Security guards have been provided from a previous Statewide Contract.
- Q 9.** Who is the incumbent contractor(s)?
- A 10.** We are currently under an Emergency Purchase Order contract with Monticola Security.

Security Guard Services
Vendor Technical Questions and Responses

Q 11. What is the current contract total value?

A 11. There is not a current contract. For prior year spend see response to Q 5.

Q 12. Are there any significant changes to coverage between the previous contract and this opportunity? (a change in hours and/or post positions?)

A 12. There will not be any foreseeable changes to the number of hours utilized under this contract.

Q 13. Are all officer positions fully staffed?

A 13. Yes.

Q 14. What is the hourly pay rate for each position and the hourly bill rate for the current incumbent company?

A 14. We do not have a current active contract.

Q 15. Will there be any training for guards prior to covering shifts at the various locations? Like orientation/site-specific training? If so, are these hours billable in addition to the set hours mentioned in the solicitation?

A 15. There will be discussion of the specific expectations for guard coverage at the locations with the on-site maintenance staff. This will include expectations of daily walk-throughs, any site specific requirements, etc. The time in discussing the requirements will be included in the initial hours. The hours on indicated in the solicitation are the Agencies best estimates of total hours for a 12-month period. Changes in State holidays may effect the actual hours utilized (i.e. granting of Juneteenth holiday, should the delivery order exclude holiday hours).

Q 16. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

A 16. The State of West Virginia does not have a provision requiring a prevailing wage.

Q 17. Can you please provide us with the wage determination document applicable to this solicitation?

A 17. Wages are determined by the vendor. Solicitation will be awarded to the vendor bidding the lowest amount for all locations.

Security Guard Services
Vendor Technical Questions and Responses

Q 18. When our guards are placed on site, please break down the background process that will be required for them to work on the department (for example fingerprints first, walk-in appointment, EQIP, Flash card or PIV, the timeframe it takes to get through background, etc.).

A 18. Please see included Memorandum from the Division of Protective Services on background check requirements.

Q 19. Are guards allowed to work on-site if they have passed our background check and submitted paperwork to the Department?

A 19. Guards will need to complete the background check requirements of the WV Division of Protective Services (see attachment).

Q 20. Approximately how many hours of government-provided training is required for each guard assigned.

A 20. The Vendor will be required to administer the training as described in Section 3.1.7.4 of the specifications of this solicitation.

Q 21. Does the department anticipate an award date? If so, please provide the award date.

A 21. Award will be completed as soon as possible after bid opening. The anticipated start date of the resulting contract will be May 1, 2024.

Q 22. Will the department provide ample time after the announcement of the award for the new contractor to properly on-board their personnel? (i.e. 30 days or so).

A 22. It is anticipated the vendors will have an adequate supply of available personnel to fulfill the contract immediately.

Q 23. Will the department provide a debriefing upon request to the contractor after the award?

A 23. Agency is unsure of what this question is referring.

Q 24. Does the department anticipate usage of vehicles? If so, please provide the annual mileage for each vehicle?

A 24. These positions will not require the usage of vehicles. Assignments will be for single building location.

Q 25. Will the CBA document be provided at this stage?

Security Guard Services
Vendor Technical Questions and Responses

A 25. There is not a collective bargaining agreement. Award of the contract will be a "Master Agreement" from which the agency will issue Agency Delivery Orders (ADOs) for actual work.

Q 26. What is the annual scope of hours? Or how many hours of work was performed annually by the incumbent?

A 26. The hours indicated on the Pricing Page are a fairly accurate estimate of the hours for each location. Actual hours may differ based upon holidays granted during the year.

Q 27. Can the department clarify the mode of submission of bids? Can vendors submit electronically or is it only hardcopy submission.

A 27. Vendors may respond electronically through the wvOASIS Vendor Self Service portal (including attaching any required documentation), by fax at the number indicated in the "Instructions to Vendors," or by having a hard copy delivered to the Purchasing Division. Any bid submission must be received in advance of the bid opening date and time.

Q 28. When does the department require the Certification of Qualification of guards to be submitted?

A 28. Should be submitted as soon as possible upon assignment of role.

Q 29. With reference to section 3.1.10 Skill level categories: Please clarify which level of guards are required for these services overall?

A 29. The Agency typically requests "Security Guard III/Shift Supervisor" due to the requirements of the position.

Q 30. Is the Supervisor position billable?

A 30. The only billable hours will be for the actual security guard. Vendors bid price should include their cost associated with the position.

Q 31. With reference to section 3.1.12: On-site Supervisory Responsibilities (for each shift): Does the department require a separate supervisor? Or one of the security guards based on the skill level will be appointed as the shift supervisor?

A 31. A separate shift supervisor will not be required.



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 - Misc

Proc Folder: 1395780

Doc Description: Security Guard Services - GSD Buildings

Reason for Modification:

Addendum No. 2

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-28	2024-04-02 13:30	CRFQ 0211 GSD2400000019	3

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

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN#

DATE

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

SOLICITATION NUMBER: CRFQ GSD2400000019

Addendum Number: 2

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:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. To provide Division of Protective Services, Background Check information omitted from Addendum 1, per Attachment A.

No other changes.

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

EXHIBIT E

DEPARTMENT OF HOMELAND SECURITY
CAPITOL POLICE
DIVISION OF PROTECTIVE SERVICES

Building 1, Room 152-A
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
Telephone: 304-558-9911
Fax: 304-558-5604

Kevin J. Foreman
Director

Jack C. Chambers
Deputy Director

Memorandum

To: All State Agencies awarding contracts for vendors working at the Capitol Complex property or vendors that place employees either working on state facilities or working remotely via computer and have access to sensitive information or systems.

From: Kevin J. Foreman, Director
WVDPS Capitol Police

Ref: Instructions for individuals to obtain fingerprints spending unit responsibilities

The government entities obtaining services from vendors and contractors shall obtain a list of the individuals that will be present on the capitol complex and forward the list along with a completed and signed WVDPS Form 12-26 to this office in order for us to verify the names when we receive results from IndentoGo/Idemia. Please call the main office for an email address to send them or fax them to 304-558-5604.

Attached to this memorandum are the WVDPS Form 12-26 and Privacy Act Statement that must be given to the applicant prior to being fingerprinted. The WVDPS Form 12-26 must be completed and received by this office prior to any background information being approved. Vendor applicants must make an appointment by calling the toll free number 1-855-766-7746 or register online at www.idento.go.com. Large groups can be accommodated, but prior arrangements must be made with IndentoGo. The web site lists multiple locations across the state for fingerprinting.

Payment must be received at the time of printing and the fee is the responsibility of the vendor or contractor holding the contract. Prepayment is available once an account with IndentoGo has been set up. Again, the WVDPS Form 12-26 is to be sent to Capitol Police prior to the fingerprinting at IndentoGo. All background checks must be WV State and Federal Backgrounds to be acceptable.

If you have any questions feel free to contact me at 304-558-9911.

Revised: 8/30/2021

File: 2018-012

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for a job or license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- If you have a criminal history record, the officials making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the job, license, or other benefit based on information in the criminal history record.

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.³

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <http://www.fbi.gov/about-us/cjis/background-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

¹ Written notification includes electronic notification, but excludes oral notification.

² See 28 CFR 50.12(b).

³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

Scheduling an appointment:

Step by step process to schedule an appointment online:

1. Go to www.identogo.com
2. In the middle of the page, you will see "Search for services by state". Select West Virginia from the dropdown and go,
3. Next screen, scroll down and select Digital Fingerprinting,
4. Next screen, enter the Service Code **228NY1** and go,
5. Next screen, select "Schedule or Manage Appointment",
6. Next screen, enter your essential information (Name, DOB, phone, etc.) and select next,
7. Next screen, enter your country of birth, city of birth, state of birth, and country of citizenship and select next,
8. Next screen, answer the personal questions and select next,
9. Next screen, enter your personal information (height, weight, gender, etc.),
10. Next screen, enter your mailing address, then select next,
11. Next screen, select the documents you will bring to your appointment (driver's license, passport, etc.), then select next,
12. Next screen, enter a postal code, city or state to search for location, a list of locations will come up. Select the location for your appointment, and select next,
13. Next screen, you will enter payment information, select next,
14. Next screen, you will be able to select your date and time for your appointment.

*****Applicant will follow the instructions for scheduling an appointment online.*****

IMPORTANT NOTE: The applicant should print the confirmation page. If printer is not available applicant must write down their appointment confirmation number, then click finish.

DIVISION OF PROTECTIVE SERVICES CAPITOL POLICE

STATE OF WEST VIRGINIA ACCESS CARD/ID BADGE/BACKGROUND INQUIRY REQUEST FORM

Access Card Number

- | | |
|--|--|
| <input type="checkbox"/> Contractor/Vendor | <input type="checkbox"/> Press |
| <input type="checkbox"/> Background Inquiry <input type="checkbox"/> Access Card | <input type="checkbox"/> ID Badge Expiration: _____ <input type="checkbox"/> Photo attached (contractors only) |
| <input type="checkbox"/> Modification <input type="checkbox"/> Cancel Card | <input type="checkbox"/> Card Returned <input type="checkbox"/> Card not returned |

Please report lost or stolen access cards/ID Badges immediately to the Division of Protective Services access card coordinator at 558-4443, or the main office at 558-9911. Replacement cost for a lost or stolen access card or ID Badge is \$10.00 (cash, money order, or check payable to Division of Protective Services). Email forms with photos to: margaret.m.cash@cappd.wvsp.gov

Please print the following personal information:

Name: (Last, First, M.) _____

Mailing Address: _____

Home Phone: _____ Cellular Phone: _____ Date of Birth: _____

Agency Awarding Contract/Contact Name/Phone: _____

Company Name/Contact Name/Business Phone: _____

Type of Work: _____ Building # _____ Work Area: _____

Driver's License Number/State: _____

Vehicle Information: _____
 Year Make Model Color Vehicle License Number

Person to contact in case of an emergency: _____

Relationship: _____ Phone Number: _____

Building Access Requested

Building: ☐01 ☐03 ☐04 ☐05 ☐06 ☐07 ☐09 ☐10 ☐11 ☐15 ☐16 ☐17 ☐20 ☐21 ☐22 ☐23 ☐24 ☐25 ☐27 ☐32 ☐33 ☐34 ☐36 ☐37 ☐53 ☐54 ☐74 ☐84 ☐86 ☐88 ☐97 ☐ Plaza East ☐ DNR Forks of Coal ☐ DOH Weston ☐ DOH Dry
 Branch ☐ Economic Development

Access Time Requested: ☐ Public Hours M-F
☐ Extended Business Hours (530am- 7:30pm) M-SSH
 Access needed on: ☐ Saturdays
 Access needed in other Buildings: ☐ Yes

☐ Extended Business Hours (530am- 7:30pm) M-F
☐ 24/7
☐ Sundays ☐ Holidays
☐ No If yes, which buildings: _____

Agency Access Card Coordinator Signature Date Requesting Agency Phone Number

Applicant Background Inquiry

Pursuant to West Virginia Code 15-2D-3 (e), service providers, such as vendors or contractors, whose employees are regularly employed on the grounds or in the buildings of the Capitol complex, or who have access to sensitive or critical information, are required to submit to a fingerprint based criminal history investigation completed by both the West Virginia State Police and Federal Bureau of Investigation. Privacy Act Statement Attached.

Applicants are required to complete this application and forward the same to the Division of Protective Services before fingerprints are submitted at IdentoGo (Idemia). Applicants have the opportunity to complete or challenge the accuracy contained in the FBI identification record. The procedures for obtaining a change, correction, or updating of your FBI criminal history record are set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.

Applicant's Signature: _____



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 - Misc

Proc Folder: 1395780

Doc Description: Security Guard Services - GSD Buildings

Reason for Modification:

Addendum No. 3

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-29	2024-04-02 13:30	CRFQ 0211 GSD2400000019	4

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

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN#

DATE

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

SOLICITATION NUMBER: CRFQ GSD2400000019

Addendum Number: 3

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:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. To provide a revised (unlocked) version of the Exhibit A pricing page, per Attachment A.

No other changes.

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

Security Guard Services - GSD Buildings

<u>Building</u>	<u>Address</u>	<u>Estimated Annual Hours</u>	<u>Bid- Hourly Labor Rate</u>	<u>Bid Amount - Location</u>	
34	100 Municipal Plaza Weirton, WV 26062	2964	X _____ = _____		A
53	153 W. Main Street Clarksburg, WV 26301	2223	X _____ = _____		B
54	400 Adams Street Fairmont, WV 26554	2223	X \$ _____ = _____		C
55	130 Stratton Street Logan, WV 25601	2470	X \$ _____ = _____		D
Total Bid Amount (A+B+C+D)				_____	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2400000019

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

BWH Security, LLC

Company



Authorized Signature

5.6.24

Date

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