

PITTSBURGH PA

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

## Request for

RFQ NUMBER BVH298

PAGE	<b>E</b> (100)
	1

ADDRESS CORRESPONDENCE TO ATTENTION OF: JOHN ABBOTT 304-558-2544

**\*709053034** 412-885-3144 ST MORITZ SECURITY SERVICES IN 4600 CLAIRTON BOULEVARD

15236

WEST VIRGINIA VETERANS HOME

512 WATER STREET BARBOURSVILLE, WV

SH-P P TO

MAR 21 2007

25504 736-1027

DATE PRINT	ED	TER	MS OF SAL	Ē	SHIP VIA		F.(	O.B.	FREIGHTTERMS
03/18/	2007								
BID OPENING DATE:		04/11/	2007		BI	D C	PENING	TIME	01:30PM
LINE	QUAN	ITITY	UOP	CAT. NO.	ITEM:NUMBER		UNIT	TPRICE	AMOUNT
						3886 (3			
				-	FOR QUOTATION				
		IRGINI	1 1	1	N IS SOLICITIN HOME TO PROVI	1		ry guard	
-	WV VET	ERANS	HOME	PRE-	BID: 3/28/2007	,   	L:30 PM		RECEIVED
	512 WA BARBOU (304)	RSVILL	E, WV	2550	4				APR -5 A 9: 46 CHASING DIVISION
	ATTACH	MENTS:		PECIF FFIDA	ICATIONS VIT			i ch	STATE OF WV
0001		1	LS		990-46		\$8.	92 per ho	Annual ur \$85,346.56
	SECURI	_	RD SE	RVICE	s	ľ	Annual .	Amount Is	Based On:
							184 Hrs	. Weekly	x \$2 weeks= 9,568
									x \$8.92
	EXHIBI	T 1					* \$13.3	8- Rate f	or Overtime/Holidays
	YEAR O	R UNTI	A L SUC TO O	ND EX H "RE BTAIN	S CONTRACT BEC TENDS FOR A PE ASONABLE TIME" A NEW CONTRAC	RIC TI	OD OF ON HEREAFTE OR RENEV	NE (1) ER AS W THE	
	ORIGIN				E "REASONABLE MONTHS. DURI				
					ERMINATE THIS			REASONAB	<b>L C</b> .
					DIRECTOR OF P				
	WRITTE		1	O IIIL	DIRECTOR OF T		SHAOTHO	oo balo	
alous ups				SEERE	VERSE SIDE FOR TERMS AND TELEPHONE		IDITIONS	lda	TE
SIGNATURE	un ;	1 Am	21/1	ĸ			885-3144		04/05/2007
TITLE VP-Marketi			25-1	419674				DRESS CHANG	GES TO BE NOTED ABOVE



\*709053034

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

ST MORITZ SECURITY SERVICES IN

**4600 CLAIRTON BOULEVARD** 

412-885-3144

### Request for Quotation

RFQ NUMBER BVH298

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT 304-558-2544

WEST VIRGINIA VETERANS HOME

**512 WATER STREET** BARBOURSVILLE, WV

PITTSBURGH PA 15236 T 25504 736-1027

S H P

TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS DATE PRINTED 03/18/2007 **BID OPENING DATE:** BID OPENING TIME 04/11/2007 01:30PM AMOUNT ITEM NUMBER UNIT PRICE QUANTITY UOP LINE UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK). INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE ever (412) 885-3144 04/05/2007 <u>Kevin Smith</u> FFIN ADDRESS CHANGES TO BE NOTED ABOVE VP-Marketing & OPS 25-1419674



TITLE

**\*709053034** 

PITTSBURGH PA

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

ST MORITZ SECURITY SERVICES IN

15236

**4600 CLAIRTON BOULEVARD** 

412-885-3144

### Request for Quotation

**BVH298** 

RFQ NUMBER

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT 304-558-2544

WEST VIRGINIA VETERANS HOME

512 WATER STREET

P

BARBOURSVILLE, WV 25504 736-1027

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 03/18/2007

BID OPENING DATE: 04/11/2007 BID OPENING TIME 01:30PM CAT LINE QUANTITY UOP UNIT PRICE AMOUNT ITEM NUMBER IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. REV. 9/98 VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION\* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS ONE HUNDRED STATE RESIDENTS AND WHICH A MINIMUM OF SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE SIGNATURE

FEIN

Kevin Smith (412) 885-3144

04/05/2007 ADDRESS CHANGES TO BE NOTED ABOVE



**\*709053034** 

PITTSBURGH PA

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

ST MORITZ SECURITY SERVICES IN

15236

4600 CLAIRTON BOULEVARD

412-885-3144

# Request for Quotation

SH-P

Ţ

RFQ NUMBER **BVH298**  4

A	DDRESS CORRE	SPONDENCE TO A	TTENTION OF:

JOHN ABBOTT 304-558-2544

WEST VIRGINIA VETERANS HOME

**512 WATER STREET** 

BARBOURSVILLE, WV

25504 736-1027

DATE PRINT	ED	TER	MS OF SAL	.E	SHIP VIA	F.O.B.	FREIGHTTERMS
03/18/	2007				***		
BID OPENING DATE:		04/11/	2007		BID	OPENING TIME	01:30PM
LINE	QUAN		UOP	CAT	ITEM NUMBER	UNIT PRICE	AMOUNT
LINL	QUA!			NO.	TEW NOWDER	ONLITHICL	AMOUNT
	HAC MA	TNTATN	ED IT	C HEV	QUARTERS OR PRIN	CIPAL PLACE OF	=
					IRGINIA CONTINUO		
1				*	TELY PRECEDING T		T C
1		ICATIO		HEDIA	RECEDING	HE DATE OF IN.	13
	CEKIIF	ICAIIU	14.				
	D AD	DITCAT	TON T	C MAD	E EOD 3 EV DDEFE	DENCE FOR THE	
i i				S MAD	E FOR 2.5% PREFE	KENCE FUR THE	
	KEASUN	CHECK	ED:				
			TO 1	2501	DENT VENDOD UNO		_
l i					DENT VENDOR WHO		
1 :				l	CONTRACT, ON AV		
1				Į.	ORKING ON THE PR		תח
1					VIRGINIA WHO HAV		
					FOR THE TWO YEA	RS IMMEDIATEL'	Υ
1		ING SU	BMISS	ION O	F THIS BID;	,	
1	OR _						
1				ì	ESIDENT VENDOR E		
1 - F					STATE RESIDENTS		
	NONRES	IDENT	VENDO	R WIT	H AN AFFILIATE O	R SUBSIDIARY	
	WHICH	MAINTA	INS I	TS HE	ADQUARTERS OR PR	INCIPAL PLACE	
	OF BUS	INESS	WITHI	N WES	T VIRGINIA EMPLO	YING A MINIMUI	M
	OF ONE	HUNDR	ED ST	ATE R	ESIDENTS WHO CER	TIFIES THAT,	· ·
	DURING	THE L	IFE O	F THE	CONTRACT, ON AV	ERAGE AT LEAS	г
]	75% OF	THE E	MPLOY	EES O	R BIDDERS' AFFIL	IATE'S OR	
	SUBSID	IARY'S	EMPL	OYEES	ARE RESIDENTS O	F WEST VIRGIN	IA
				1	E STATE CONTINUO		•
				1	EDING SUBMISSION		
	BIDDER	UNDER	STAND	S IF	THE SECRETARY OF	TAX & REVENUE	-
					ER RECEIVING PRE		
					MEET THE REQUIRE		4
1		1		ı	ARY MAY ORDER TH		
					SCIND THE CONTRA		= .
					SSESS A PENALTY		_
			-	l	T TO EXCEED 5% O	Brand Control of the	TNL
1				i	WILL BE PAID TO		1
1					M ANY UNPAID BAL		
	,	1	C.	SEE RE	VERSE SIDE FOR TERMS AND COI	NDITIONS	
SIGNATURE	vers "	7 Dm	173	т:	TELEPHONE (412)	005 21//	DATE 04/05/2007
TITLE		FE	IN	<u>4</u>	LEVIII SHITCH (412)	885-3144	
VP-Marketin	ıg & ÖPS	<u> </u>	25-14	19674	TAIANAE AND ADDDEGO	ADDRESS CHA	ANGES TO BE NOTED ABOVE



**\*709053034** 

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

ST MORITZ SECURITY SERVICES IN

## Request for Quotation

SH-P

T

BVH298

PAGE 5

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

JOHN ABBOTT 304-558-2544

WEST VIRGINIA VETERANS HOME

512 WATER STREET
BARBOURSVILLE, WV
25504 736-1027

4600 CLAIRTON BOULEVARD
PITTSBURGH PA 15236

412-885-3144

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 03/18/2007 BID OPENING DATE: BID OPENING TIME 04/11/2007 01:30PM CAT QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO.BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE BIDDER WILL NOTIFY THE PURCHASIN TERM OF THE CONTRACT, DIVISION IN WRITING IMMEDIATELY. BIDDER: ST. MORITZ SECURITY SERVICES, INC \* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE YOU MAY REQUEST UP TO THE MAXIMUM ENTITLED TO RECEIVE. 5% PREFERENCE FOR BOTH "A" AND "B". SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE (412) 885-3144 Kevin Smith 04/05/2007 TITLE

25-1419674



**\*709053034** 

PITTSBURGH PA

State of West Virginia Department of Administration Quotation **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

ST MORITZ SECURITY SERVICES IN

15236

**4600 CLAIRTON BOULEVARD** 

412-885-3144

## Request for

**BVH298** 

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT 304-558-2544

SH

P

WEST VIRGINIA VETERANS HOME

512 WATER STREET BARBOURSVILLE, WV

25504 736-1027

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 03/18/2007 BID OPENING DATE: 04/11/2007 BID OPENING TIME 01:30PM CAT. QUANTITY ITEM NUMBER UNIT PRICE LINE AMOUNT (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: JOHN ABBOTT---RFQ. NO.: BVH298-----BID OPENING DATE: 4/11/2007----BID OPENING TIME: 1:30 PM-----PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 412-1885-3740 CONTACT PERSON (PLEASE PRINT CLEARLY): SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE (412) 885-3144 Kevin Smith 04/05/2007 ADDRESS CHANGES TO BE NOTED ABOVE 25-1419674



VEZDOR

\*709053034

PITTSBURGH PA

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

ST MORITZ SECURITY SERVICES IN

15236

**4600 CLAIRTON BOULEVARD** 

412-885-3144

## Request for Quotation

**BVH298** 

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

S

P

T

WEST VIRGINIA VETERANS HOME

**512 WATER STREET** BARBOURSVILLE, WV

25504 736-1027

TERMS OF SALE SHIP VIA FREIGHT TERMS DATE PRINTED F.O.B. 03/18/2007 **BID OPENING DATE:** 04/11/2007 **BID OPENING TIME** 01:30PM CAT. UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER Annua1 THIS IS THE END OF RFQ BVH298 \*\*\*\*\* TOTAL: \$85,346.56 \*\*\*\* SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE (412) 885-3144 04/05/2007 Kevin Smith TITLE ADDRESS CHANGES TO BE NOTED ABOVE 25-1419674

#### SECURITY GUARD SERVICES

#### **SCOPE**

The vendor shall furnish labor, uniforms, materials, and equipment for services to:

- 1. uphold all state, county, municipal, and federal laws;
- 2. assist law enforcement agencies in and during the execution of their duties:
- 3. uphold and enforce the rules governing the access, egress and use of state facilities.

Services performed under this contract will be under the general classification of pedestrian control, vehicular control, area security, building security, and visitor/employee protection.

#### COMPENSATION

The Spending Unit shall pay for security guard services in accordance with the hourly rates quoted. The Vendor shall be responsible for paying any and all insurances, taxes and other unnamed costs which may arise concerning the guards.

#### STANDARD WORK WEEK

The standard work week shall consist of seven consecutive days, beginning at 12:01 a.m. Saturday and ending at midnight Friday. Services may be required anytime, including nights and weekends. Unless specifically requested by the spending unit, guards shall work no more than forty hours during the week.

#### OVERTIME/HOLIDAY PAY

Spending Units shall be permitted to utilize guards for more than the established forty hour week and shall pay one-and-a-half times the hourly rate for such extra service. Furthermore, services will be required on all state recognized holidays and federal holidays. Such services will also be paid at one-and-a-half time the applicable hourly rate. The Spending Unit will not be responsible for overtime hours when such overtime is the result of insufficient number of guards.

#### **TRAVEL**

The Vendor and/or guards will be responsible for their own transportation and parking. The Spending Unit will not pay for travel expenses incurred by the Vendor or the Vendor's employees when reporting to and from assignments.

#### FEE ADJUSTMENT

The WV Veterans Home will consider an increase in the hourly rates if the federal minimum wage rate increases during the life of the contract. The adjustment will be based on the actual dollar amount of the increase, not a percentage. Any request for increase must be submitted to the WV Veterans Home thirty days prior to the effective date of the increase. The Spending Unit may either accept the increase and amend the contract accordingly, or cancel the contract.

#### TIME CARDS/WEEKLY TIME REPORT

The Vendor shall supply all guards with time cards. Hours worked will be signed on a daily or weekly basis by the Spending Unit's security coordinator or designee.

#### CONDUCT AND MANAGEMENT

Without limiting the responsibility of the Vendor, guards will be guided by rules agreed upon between the parties and such other special written instructions, applicable to the service, as may be issued from time to time by the Spending Unit.

While on assignment with a Spending Unit, all guards will remain employees of the Vendor. The Vendor shall make this condition clearly known to the guards and shall be responsible for their conduct and management. The WV Veterans Home and State of West Virginia shall in no way be considered a co-employer.

Spending Units shall not reward, reassign, grant leave to, discipline, or discharge the Vendor's employees. If a security guard displays improper work conduct, unsatisfactory performance, or is deemed to be unqualified to perform a particular assignment, the Spending Unit may request a replacement guard from the Vendor.

If a replacement is requested within the first two hours of a guard's initial work day, there will be no charge to the Spending Unit for the services provided by the guard being replaced.

#### FIELD SUPERVISION

Again, without limiting the responsibility of the Vendor for the proper management and supervision of the guards, Spending Unit requires the Vendor to furnish on-site inspections by supervisory personnel during various hours each week. Inspections will be noted and signed on guards report forms. Monthly contact with the Vendor's representative will be in person, at the WV Veterans Home to review operations in general and discuss problems, potential problems, and resolutions. The hourly rate of supervisor inspections/contacts will not be billed separately. This will be included in the overall bid price.

#### MEAL/BREAKS

When possible, Spending Unit shall draw up assignments to include the following non-billable breaks away from the post: fifteen minutes each at the conclusion of the first and third quarter of the shift and a thirty minute meal break midway during the shift. However, if in the opinion of the Spending Unit it is impractical for the guards to be relieved from their posts during the shift, meals and necessary breaks shall be taken while on duty and while maintaining reasonable and diligent observance of the post. In such cases, meals and breaks shall be treated as billable time.

Prior to the commencement of an assignment, it is the responsibility of the Vendor to discuss meals and breaks with the Spending Unit, and to determine if and when they may be taken.

#### **GUARDS**

The Vendor shall provide guards who are neat in appearance, conscientious of personal hygiene, mannerly, and who are able to relate to and successfully interact with the general public.

#### **UNIFORMS**

Uniforms shall include badges and patches, overcoats, raincoats, hats, flashlights, and any other equipment necessary to properly execute security guard service.

#### DRUG FREE WORKPLACE

The Vendor must advise the guards that they will be working in a drug free work place.

### TRAINEE GUARDS

Trainee guards may be used, but must be accompanied by a fully trained and qualified guard who is familiar with the post. On-the-job training for a new security guard must consist of no less than twenty-four hours. There will be no charge to the Spending Unit for services provided by trainee guards.

#### LAW ENFORCEMENT

The Vendor shall pursue and maintain a close liaison with city, county, state, and federal law enforcement officials at all times, in conformity with good public policy.

#### INDEMNIFICATION

The State of West Virginia and the WV Veterans Home shall not be responsible for any claim for injuries, including death, to the Vendor, the Vendor's agents,

employees, guards, or third person, occurring on state property and the Vendor agrees to indemnify and save the State of West Virginia and it officials harmless from any and all such claims arising from the use of state property and operations of the Vendor thereof pursuant to the contract.

#### SPECIAL EVENTS

Additional security guards will be made available at the request of the Spending Unit for emergencies or special events. The hourly rate for additional guards will be identical to that of regular guards.

#### ETHICS IN PUBLIC CONTRACTING

The Vendor certifies that the contract is made without collusion or fraud and that the Vendor has not offered or received any kickbacks or inducements from any other Vendor or subcontractor in connection with the contract, and that the Vendor has not conferred with any public employee having official responsibility for this procurement.

#### OTHER REQUIREMENTS

The Spending Unit requires a minimum of one hundred eighty-four (184) hours per work week with a minimum of five (5) security guards.

#### COST

The Vendor shall show amount for regular hours as well as amount for any overtime/holidays.

#### LIFE OF CONTRACT

This contract shall be valid for a period of one (1) year with two (2) possible renewals, if agreed to in writing by both parties. This contract may be cancelled at any time during the life of the contract with a thirty (30) day written notice by either party.

RFQ No. BVH 298

## AFFIDAVIT

#### West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

#### **EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

#### LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### **CONFIDENTIALITY:**

No Debt Affidavit (Revised 10/13/06)

The vendor agrees that he or she 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. Vendors should visit <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a> for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: 57. M	LORITZ SECURITY SERVICES, INC.	
Authorized Signature:	Keven John TI	Date: APRIL 5, 2007

WV-35a STATE OF WEST PURCHASING	VIRGINIA CONTINIJATI	ON SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor: St. morit			Spending Un Divisio	it: NoF	Veteras AFF
		R	equisition N	lo.: <u>B</u>	VH298
	ADDENDUI	M ACKNOWL	EDGEMEN	IT	
hereby acknowledge le necessary revisions	receipt of the s to my propos	following chec	ked adden	dum(s)	and have made
		en pranti drio	or specific	auons, i	eic.
Addendum No.'	s:/				
No. 1					
No. 2					
No. 3	Name of the second of the seco				
No. 4					
No. 5		•			
I understand that tection of bids.	failure to confi	rm the receipt	t of the add	endum(	s) is cause for
		Ja	zepl M.	m.t	thell
		<u>S. N</u>	Sign Nowth Second Com	ature unt ) pany	Envices, Two.
		Apa	16 6 3	2007	

Rev. 11/96