

**August 3, 2010
RFQ# BVH372**

**SECURITY GUARD SERVICES
FOR
WESTERN VIRGINIA VETERANS HOME**

**PROPOSAL FORM
PRICING FORM
PURCHASING AFFIDAVIT
REFERENCES
LETTER OF FINANCIAL SUPPORT**

SUBMITTED TO:

**DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305 – 0130
ATTN: FRANK WHITTAKER**

RECEIVED

2010 AUG -3 A 9 05

**PURCHASING DIVISION
STATE OF WV**

SUBMITTED BY:

**OC SERVICES CORP
P.O. BOX 8486
WICHITA, KS 67208
Telephone: (316) 209-8175 Fax: (316) 634-2332**



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

Request for Quotation

RFQ NUMBER
BVH372

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

AGENCY

RFQ COPY
 TYPE NAME/ADDRESS HERE

OC Services Corp
P.O. Box 8486
Wichita, KS 67208

SHIP TO

WEST VIRGINIA VETERANS HOME

512 WATER STREET
BARBOURSVILLE, WV
25504 736-1027

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/08/2010				

BID OPENING DATE: **08/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46		
<p>GUARD AND SECURITY SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA VETERANS HOME, IS SOLICITING BIDS FOR SECURITY GUARD SERVICES AT 512 WATER STREET, BARBOURSVILLE, WV PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 07/19/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE R Thomas	TELEPHONE (304) 209-8175	DATE 8/2/10
TITLE General Manager	FEIN 26-2413835	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

BVH372 - SECURITY GUARDS				
Item #	Description	Estimated Weekly Hours	Hourly Rate	Extended Price
1	SECURITY GUARDS	224	10.47	\$ 2,345.28
The above hours are estimated only and actual hours required may vary.				
Failure to use this form may result in disqualification.			Total	\$ 2,345.28
Bidder / Vendor Information:				
Name: <u>OC Services Corp</u>				
Address: <u>P.O. Box 8486</u>				
<u>Wichita, KS 67208</u>				
Phone#: <u>(316) 209-8175</u>				
Email Address: <u>OCservices@hotmail.com</u>				
Contract Coordinator Information:				
Name: <u>" Same as Above "</u>				
Address: _____				
Phone#: _____				
Email Address: _____				
This form is for bidding evaluation purposes only.				



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

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;">(316) 634-2332</p> <hr/> CONTACT PERSON (PLEASE PRINT CLEARLY): <p style="text-align: center;">Renee Thomas</p> <hr/> <p>***** THIS IS THE END OF RFQ BVH372 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE R Thomas	TELEPHONE (316) 209-8175	DATE 8/2/10
TITLE General Manager	FEIN 26-2413835	ADDRESS CHANGES TO BE NOTED ABOVE

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SECURITY GUARD SERVICES

CUSTOMER: Arlington County, Virginia
PROCUREMENT OFFICER: Maryam Zahory (703) 228-3410
CONTRACT NUMBER: 229-05
DATE OF CONTRACT: July 19, 2005

- **Place of Performance:** Arlington County, VA
- **Period of Performance:** September 9, 2002 - August 31, 2008

CONTRACT SIZE: \$ 846,925.00

Description of Work and Responsibilities:

The OC president was the VP of Operations for WD Enterprise, Inc. his former employer before starting OC and managed this contract and provided all management, supervision, personnel, uniforms and weapons including all planning, scheduling and coordination to perform total Security Guard Services at the Arlington County- Water Pollution Control Plant- Arlington, VA on a 24/7 basis. The staff consist of 4 F/T guards providing 14,560 annual guard hours.

MAJOR TECHNICAL PROBLEMS: NONE
TERMINATIONS: NONE
LISTING OF DEDUCTIONS TAKEN: NONE

SECURITY GUARD SERVICES

CUSTOMER: United States Coast Guard
CONTRACTING OFFICER: Danielle Tonsel (757) 628-4120
CONTRACT NUMBER: DTCG84-00-R-AA7006
DATE OF CONTRACT: October 1, 2000

- **Place of Performance:** Miami, Florida
- **Period of Performance:** November 1, 2000 through March 31, 2006

CONTRACT SIZE: \$ 1,012,937.80

Description of Work and Responsibilities:

The OC president was the VP of Operations for WD Enterprise, Inc his former employer before starting OC and managed this contract provided all management, supervision, personnel, uniforms and weapons including all planning, scheduling and coordination to perform total Security Guard Services at the Richmond Heights Housing Complex in Miami FL on a 7 day-a-week, 24 hour a day basis.

MAJOR TECHNICAL PROBLEMS: NONE
TERMINATIONS: NONE
LISTING OF DEDUCTIONS: NONE

M **MILLENNIUM FUNDING**
Capitalize Your Potential

May 5, 2010

Mr. Richard Holt, President
OC Services Corp
242 N. Cleveland
Wichita, KS 67214

RE: Letter of Financial Support

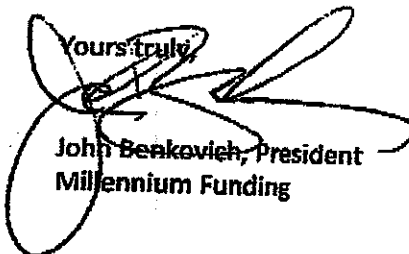
Dear Mr. Holt,

Millennium Funding has approved OC Services Corp for a \$300,000 assets based line of credit.

We are pleased to offer you this credit facility. Please let us know at least seven days in advance of any new line increases that you might need. This will permit us the required time to prepare the documents for your review and signature.

We appreciate this opportunity to provide financial services. My best wishes to you as you successfully meet the challenges of growth. I look forward to our continuing long-term relationship.

Yours truly,


John Benkovich, President
Millennium Funding

RFQ No. BVA 372

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 owed 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 exceeds 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: OC Services Corp

Authorized Signature: Renee Thomas Date: 8/2/10

State of KANSAS

County of Sedgwick, to-wit:

Taken, subscribed, and sworn to before me this 2 day of August, 2010

My Commission expires May 30, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Sheila Jackson

