



U.S. SECURITY ASSOCIATES, INC.®

ISO 9001:2000
NATIONWIDE

September 21, 2010

Dear Ms. Adkins,

We are pleased to submit this bid for Security Services in Regions 2 & 4 only of RFQ # SECSVS10. U. S. Security Associates, Inc., formally known as Advance Security, started in business in 1955 and has continually been involved in security services in the State of West Virginia.

At this time, we employ approximately 185 security guards out of our Charleston, WV office.

We are confident we can provide you with quality security services with services contained in Regions 2 and 4.

Thank you for this opportunity.

Sincerely,

Quentin Rooper
Branch Manager

RECEIVED

2010 SEP 21 P 4: 06

PURCHASING DIVISION
STATE OF WV



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

Request for Quotation

RFO NUMBER
SECSVS10

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
304-558-8802

VENDOR TO

*709062652 304-768-5886
 US SECURITY ASSOCIATES
 4526B MACCORKLE AVENUE

 SOUTH CHARLESTON WV 25309

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/30/2010				

BID OPENING DATE: 09/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BLANKET OPEN-END STATEWIDE CONTRACT THE PURCHASING DIVISION IS SOLICITING BIDS FOR SECURITY GUARD SERVICE TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. ATTACHMENTS TO THIS REQUEST FOR QUOTATION: 1. SECSVS10 SPECIFICATIONS 2. SECSVS10 PRICING PAGE 3. PURCHASING AFFIDAVIT 4. VENDOR PREFERENCE CERTIFICATION PREVIOUS ANNUAL USAGE FOR THIS SERVICE IS APPROXIMATELY \$1.2 MILLION. SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.						
0001	1	LS		990-46	\$ 11.00	
GUARD AND SECURITY SERVICES MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 09/07/2010 AT 10:30AM IN PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON ST. E., CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quentin Rooper</i>	TELEPHONE 304-768-5886	DATE 9-21-10
TITLE Branch Manager	FEIN 22-3262806	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).



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<p>FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quentin Rooper</i>	TELEPHONE 304-768-5886	DATE 9-21-10
TITLE Branch Manager	FEIN 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <p>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) ONE (1) YEAR PERIODS.</p> <p>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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED</p>						

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<p>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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR SERVICES COVERED BY THIS CONTRACT. THE ORIGINAL ORIGINAL WV-35 SHALL BE SENT TO THE PURCHASING DIVISION ALONG WITH SECURITY GUARD FORM. THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT.</p> <p>NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p>						

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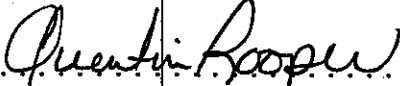
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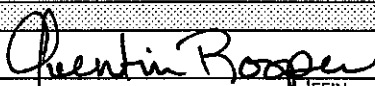
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ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						
NO. 1						
NO. 2					
NO. 3					
NO. 4					
NO. 5					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY 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.						
				 SIGNATURE U.S. Security Associates, Inc. COMPANY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 304-768-5886	DATE 9-21-10
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DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
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:					FILE 42	
RFQ. NO.:					SECSVS10	
BID OPENING DATE:					09/23/2010----	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quantin Rooper</i>	TELEPHONE 304-768-5886	DATE 9-21-10
TITLE Branch Manager	FEIN 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-768-5889 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- QUENTIN ROOPER -----						
***** THIS IS THE END OF RFQ SECSVS10 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Quentin Rooper** TELEPHONE **304-768-5886** DATE **9-21-10**
 TITLE **Branch Manager** FEIN **22-3262806** ADDRESS CHANGES TO BE NOTED ABOVE

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SECSVS10

Specifications

The State of West Virginia is soliciting bids to establish a statewide contract to obtain 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 could be 24-hours per day, seven (7) days per week, 52 (fifty-two) weeks 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.

Approximately 4000 – 5500 weekly hours are billed for this service. Subject figure is shown for informational purposes and should not be construed as any guarantee of future contract usage.

NOTE: There is no guaranty that the hours requested for each service level will be the hours required for that service level and vendor must provide the actual hours required for each service level.

CONTRACT AWARD: This contract will not be split. The award will be made to the vendor with the low bid meeting mandatory specifications.

PRICE QUOTATIONS:

The price(s) quoted in the vendor's bid will not be subject to any increase and will be considered firm for the life of the contract.

Mandatory

Pre-bid Meeting

A mandatory pre-bid meeting shall be conducted on Tuesday, September 7, 2010 at 10:30 A.M. in the Capitol Complex/Purchasing Division (Building 15) conference room located at 2019 Washington Street East, Charleston, WV 25305. All interested bidders must be present in person. Failure to attend the pre-bid meeting conference shall disqualify a bidder from bidding on this contract. No one person can represent more than one bidder.

All terms and conditions in the written specifications which are absolute and require strict compliance and cannot be waived are Mandatory terms are indicated by the use of the terms *shall, will, must, maximum or minimum*

Vendor Qualifications/References:

To qualify to bid on this contract, bidders must have been in business for a minimum of three (3) years, providing similar security guard services.

General Requirements:

Corporate Description – Vendor must have been in business as a company since at least January 1, 2008 and have provided security guard services as described in this RFQ on a general basis. Vendor must submit written proof of corporate tenure, together with client references. Also included should be:

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Specifications

- (1) Full name, address, telephone number, fax number, and Federal Tax identification number of the organization. Also, a twenty-four telephone number must be provided.
- (2) Date established
- (3) Number of full-time employees as of August 1, 2010.

Please provide (3) references for whom you have provided security guard service. These references (and number of years in business) should be for jobs with no less than 3500 – 5000 weekly hours of service. No award shall be made prior to bidder providing such references.

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

Scope of Work

To provide qualified, trained security guards to various Facilities and Divisions of the State. Contractors shall provide the following services including, but not limited to: providing security services for buildings; facilities; grounds; and rights-of-way; for employees and visitors, customers, and vendors; emergency response; access control; technology control station monitoring; patrol, and other related security services. Possibly for 24 hour per day, seven days a week, 52 weeks per year. The requirements set forth in this section pertain to the form and substance in which work shall be administered. The resulting contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties. The successful contractor/vendor shall be responsible to adhere to these requirements and shall notify the Agency within a timely manner (five business days) of any noncompliance.

In addition to the standard and routine office hours worked per week, there may be any given number of unplanned, special events (Specials) requiring security guards coverage that must be staffed and equipped. 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.

In the event the State of West Virginia determines a situation is an emergency, within 24 hours, the Contractor shall be required to provide additional security guards, equal or up to 10 percent of the regular staff within eight hours of request. The Contractor must be able to provide this additional staffing increment at the Agency's request according to the awarded contract.

Guards are currently posted at the Environmental Protection building in Kanawha City, the Motor Vehicles building in Kanawha City, the Natural Resources building in South Charleston, the State Office Building in Huntington, Barboursville Veterans Home, various Highways locations across the State and various Health and Human Resource locations across the State. This list is not considered to be inclusive, but merely an example of locations that could be served.

Independent Contractor

The contractor and its agents shall offer services to the agency as an independent contractor and shall accept the requirements of these specifications as the requirements

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Specifications

of an independent contractor necessary to perform the function of a commercial guard service at a professional and sustained level of adequate service.

Turnover Control

The contractor shall exercise reasonable and responsible diligence in providing the Agency with security guards who are qualified to perform the services required. In this regard, the contractor shall make all reasonable efforts to

minimize attrition among trained qualified security guards to the extent that turnover in the security force shall not exceed 25% per annum or 30% in one quarter. Should turnover exceed these limitations the Contractor shall, at their own expense, provide all training previously provided as necessary to make the replacing security guard possess a level of skill equal to the security guard who has terminated service. Notwithstanding the above provision, if the Agency requires the removal of a security guard for reasons other than the ability to competently perform required services; non- or malfeasance in the performance of duties or matters relating to fidelity of an individual security guard, the contractor shall bear the training expense beyond that required for basic qualifications and on-the-job training.

Transitional Staffing

At least 15 days, and not more than 60 days, prior to the expiration or cancellation of this contract, Contractor shall provide the Purchasing Division with a list of all locations utilizing Contractor's security services under this contract and the main contact information for each of the security personnel providing security service on site. Contractor shall also permit government agencies and the winning bidder in subsequent bids to contact the personnel providing security service on site prior to the expiration of this contract to discuss employment with the winning bidder upon expiration of this contract.

Overtime

The contractor must agree to abide by all federal, state, or municipal minimum wage and labor laws.

Liquidated Damages

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to meet the below requirements. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

- Failure to comply with wage and hour regulations
- Failure to comply with pre-employment qualifications and investigations regarding applicants.
- Failure to report an incident
- Failure to comply with federal, state, and county regulatory requirements
- Failure to perform services for any reason

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Replacement of Equipment Provisions

The Agency may from time to time, make equipment available for the use of the security guards in the performance of the contracted services. The contractor shall bear the cost of repair and/or replacement of such equipment 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. This provision shall not apply to equipment failure mutually agreed by the Agency and the contractor as having occurred as a result of normal use or wear.

Documentation of Incidents

The contractor 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:

- 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.
- Any criminal or civil charges brought against the contractor or its personnel as it may relate to the contracted service
- Any apparent trespass of the agency's property
- Any verbal or physical confrontation resulting between a contract employee and a agency employee or guests or visitors on the campus
- Any performance failure of the contractor
- Any federal, state, or county regulatory requirement in which the contractor is in noncompliance
- Any equipment or system failure associated with the performance of the contracted service
- 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
- Any incident in which procedures governing the safe and orderly operation of the site are violated

General Reporting Requirements

The contractor **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 other recoverable documented information relating to the contracted service.

Reports

Billing

Percentage of personnel turnover

Hours of service performed by post and compensation rate

Summary of service performed and compensation rate

Frequency

Bi-weekly

Quarterly

Monthly

Monthly

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training (classroom or on the job) completed by (name) hours, substance of training, and personnel	Monthly
License renewal and certificate of insurance conforming with government regulations	Annually

All documentation will be certified by signature as being true and correct.

The bi-weekly billing report should contain the following items: Name of the officer, skill level assigned, billing rate, days, hours per day and locations worked and will be due on Tuesday following the week worked.

Monthly reports will be due no later than the 10th day of the following month.

Quarterly reports will be due on March 10, June 10, September 10 and December 10.

Annual reports will be due on November 10.

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

Candidate Qualifications & Backgrounds

The contractor shall consider the following qualifications as indicative of entry level skills necessary to perform services at an adequate and sustained level. Notwithstanding these entry level requirements, experience will be considered as a substitute for baseline entry level requirement based on individuals qualifications. The following qualifications shall be considered acceptable for presentation to the agency:

- Minimum age of 18 years
- High school diploma or equivalent written examination
- Successful completion of a written, validated examination indicative of the candidate's ability to understand and perform the duties to be assigned
- No record of convictions for criminal offenses (State and Federal).
- A valid motor vehicle operator's license (when operation of motor vehicle is required)
- Physical capability to do the job assigned (i.e. First Responder)
- **Ability to pass a pre-employment and drug/alcohol screening test.**
- **Criminal history background/including drivers license background. Criminal history validation must include Federal and State Records. Applicant fingerprints must be submitted to the West Virginia State Police for validation. A copy of the validation report shall be submitted to the Division when the guard is assigned to the contract. Under no circumstances shall a guard be assigned to this contract without the validation first being submitted to the Division**

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

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Note: Examinations **must** meet criteria that fairly measure the knowledge or skills required for the particular job or class of jobs the candidate seeks or that fairly affords the employer a chance to measure the applicant's ability to perform the job or particular class of job. The contractor shall provide the Agency with a list of all contractors' employees on a regular basis who are currently assigned to this contract, potential candidates for assignment to this contract or are temporary assignment to this contract.

The contractor **shall** conduct a background investigation of each candidate to be presented to the Agency for consideration. The investigation shall include, but not be limited, to five years of employment and neighborhood experience of the candidate. The background investigation will be an adjunct to any "paper and pencil" integrity tests given to the candidate as a matter of the contractor's hiring and personnel screening policies.

The Agency shall accept a contractor 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 adjudication revealed that no derogatory information was disclosed during the investigation that would be harmful to the Agency's interests by assigning the candidate to the contract. **NOTE:** The Agency reserves the right to obtain copies of background investigation.

Limited Assignment Personnel Requirements

Temporary limited assignment of contractor's personnel above and beyond the normal staff of security guards may be required during peak periods such as the legislative session and 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 training:

- *The Security Responsibility Training (2 Hours)*
The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; report writing and documentation.
- *The Protective Environment (1.5 Hours)*
Description of Agency's environment; details relating to the function of the life safety and security systems on site; description of the Agency's employee/visitor relationship to be maintained ; history of the Agency's security experience relating to past incidents.
- *Emergency Practices (2 Hours)*
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.

Minimum Training Before Assignment

The contractor is responsible to provide the training set forth below to each candidate before assignment to the agency's service, or provide evidence acceptable to the agency that the candidate by background and experience has an equivalent skill level to

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that established in the training program. All training and instruction shall be provided at the contractor's expense.

All training must have the advanced approval of the Agency prior to executing any training. Said instructors must have sufficient experience and qualifications as evidenced in their resume which are satisfactory to the Agency. The pre-assignment training will include the following areas, but not to the exclusion of other areas. The term **pre-assignment** shall be interpreted as that training given to a contractor's employee prior to assignment to the agencies' facility.

- *Module 1: The Security Responsibility (2 hours)*

The life/safety responsibility
 Maintaining effective enforcement
 Maintaining proper appearance
 Bearing and appearance
 Report writing and documentation requirements appropriate to agency's needs

- *Module 2: The Protected Environment (1.5 hours)*

Description of agency's environment
 Details relating to the functioning of the life safety and security systems on site
 Description of the agency/employee relationship that must be maintained
 History of agency's security experience relating to past incidents at multiple locations

- *Module 3: Legal Powers and Limitations (3 hours)*

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
 The limitations on search and seizure and the agency's requirements in these matters

- *Module 4: Standard Operating Procedures (3 hours)*

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
 Handling confrontations on agency's premises

- *Module 5: Emergency Practices (2 hours)*

Identification of types of emergency situations that may predictably occur
 Description of emergency systems including the following:
 (1) fire detection, (2) fire suppression and evacuation, (3) familiarization with emergency procedure, (4) fire, (5) bomb threat, (6) power failure, (7) vehicle accidents, (8) injury/illness, (9) workplace violence

- *Module 6: Review (1 hour)*

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Probationary Period

The contractor shall assign employees to the Agency's premises with the understanding that for the first 90 calendar days that assignment is considered probationary. During this probationary period the Agency may, at their own discretion, require that the contractor's employee be removed from the contract. On completion of the probationary period, the agency will request removal of a contractor employee on a cause basis only.

Physical Fitness Testing

Security Guards assigned to this contract are required to pass a physical examination by a licensed Physician **annually**. The examination will include drug and alcohol testing. Guards must be free from any hearing, sight or physical limitations which would prevent performance of duties. All cost for the annual physical examination will be the responsibility of the contractor.

Additionally, all Security Guards must pass a physical fitness test. The physical fitness test will be administered before an officer is qualified to be assigned to this contract's scope of work and annually thereafter. The test will be conducted by the contractor and verification provided to the Agency upon successful completion. If an officer fails the **physical or physical fitness** test in subsequent years, he/she will be required to be retested within 60 days after the date of the failed test. If the officer fails either test for the second time, the officer will be removed from assignment from this contract until such time as the officer can successfully pass the **physical and physical fitness test**. Some requirements may be waived at the discretion of the Agency.

The physical fitness testing standards will require that any potential guard be capable of walking or running a distance of 360 yards in three minutes or less. Must also be capable of ascending six floors of stairs in 2 minutes or less.

Physical Abilities

- Capable of heavy lifting (45 pounds minimum)
- Heavy carrying (45 pounds 100 yards minimum)
- Fully extending the arms up to a 90 degree angle from the shoulder
- Capable of walking or standing continuously (minimum of 4 hours)
- Repeated bending at the waist and knees
- Good hearing
- Vision corrected to 20/20

Condition of Employment

All potential Security Guards proposed for service under this contract must have a complete background check. The background investigation will include but not be limited to:

- Credit Check
- Confirmation of previous employment
- Verification of references
- Criminal record check

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- Drivers license verification

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

On-the-job Training

During the probationary period of any individual, the contractor shall provide on-the-job training as follows or as specifically appropriate to the substance of services to be delivered. On-the-job training, as interpreted herein, is only 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 procedures, and practices appropriate to the life safety and security matters of the site.

The contractor shall provide evidence of the completion of such training, detailing the instruction matters covered and instruction periods in each specific area. The contractor bears the responsibility of coordinating this instruction with the shift supervisor to assure the required protection level is maintained at all times. 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.

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 officer advises that the trainee has mastered the requirements of a particular area, a new area of training will be undertaken. 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

- Patrol requirements
- Communication system use and procedure
- Use of vehicles
- Hazard identification: initial action and reporting
- Identification systems
- Package screening procedures
- Agency/contractor reporting requirements
- Receiving dock operations and procedures
- Response to fire and intrusion alarms and reports
- Responsibilities of individual posts for timely intervention response to alarms and emergency situations
- Traffic and parking control and enforcement
- Specific escort requirements
- Appearance, bearing, and demeanor

On-the-job 2: Enforcement

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Techniques of handling confrontations with Agency's employees, visitors and contractors
 Techniques of handling normal business contacts with Agency's employees, senior executives, visitors, special guests and contractors
 Specific post instructions
 Enforcement responsibilities of agency's procedures and regulations
 Review of criminal law procedures regarding potential site confrontations
 Documentation of and preservation of evidence
 Limitations on search and seizure
 Proper report writing

On-the-Job 3: Emergency Procedures

Basic first aid practices
 Fire fighting practices
 Evacuation practices
 Bomb search practices
 Power failure practices

On-the-Job 4: special Equipment Training

Operation of vehicles
 Operation of radio communication systems
 Console operation practices
 Operation of computerized alarm and access control systems
 Operation of Closed Circuit Television system for monitoring and tracking

Skill Level Categories

The contractor is advised that beyond the status of probationary guard, 4 distinct levels are recognized as existing in the assignment of contract employees to the Agency's service. A general description of each skill category is provided below in an ascending skill level from least skilled to most skilled. It is the agency's interpretation that probationary security guards must have successfully completed not less than the 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 contractor to insure the validation is complete and accurate. **At anytime, the Agency may request documentation of the validation process and sample for any individual assigned to the contract**

Probationary Security Officer I - shall have completed:

Security Officer Orientation
 Role of the Security Officer
 Report Writing
 Legal Powers and Limitations
 Preventing Discrimination & Harassment
 Emergency Procedures
 Bloodborne Pathogens
 Access Control
 Communications & Public Relations
 Customer Service
 Professionalism & Ethics
 Use of Force
 Work Place Violence

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Site OJT

Security Officer II - shall have completed Security Officer I training and the following:

Fire Safety Officer
 Physical Security & Loss Prevention
 Patrol
 Crime Prevention & Response
 Workplace Safety
 Advanced Report Writing
 Preventing Workplace Violence
 Emergency Situations
 Dealing with Aggressive Behavior
 Ready Response

Security Officer III/ Shift Supervisor – shall have completed Security Officer I and II training and the following:

Customer Intimacy
 Time Management
 Basic Investigations
 Cultural Diversity
 Strikes, Pickets, & Crowd Control

Sergeant & Lieutenant / Site Supervisor – shall have completed all Security Officer I, II and III training and the following:

Interpersonal Communications
 Managing Conflict
 Interviewing Witnesses & Suspects
 Teamwork
 Principals of Leadership

NOTE: Before any Security Guard is advanced in rank a report of the training completed shall be provided by the Contractor to the site client contact for written approval.

Performance Evaluation

The State Agency shall be responsible for performing, documenting, and making available to the Contractor a performance evaluation of each contract employee, no less than twice annually. The evaluation results must be submitted to the Contractor for their review and approval. The substance of this evaluation will include an appraisal of the following areas:

- Appearance, bearing, and demeanor
- Attitude, reliability, and punctuality
- Technical knowledge and skill of performance requirements
- Procedural knowledge of agency requirements
- Leadership capability and potential
- Special areas of competence
- Physical testing reports

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On-site Supervisory Responsibilities (for each shift)

The contractor shall appoint a senior security guard who will be responsible to the designated Contract Monitor. 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 skill level 5: Sergeant.

Shift Continuity

The contractor shall insure that adequate resources are deployed for the contractor to coordinate multiple shift operations. When in this mode, security guards will not leave their post until relieved by the corresponding officer posted to the next shift.

Alternate Replacement Personnel

The contractor may, from time to time, identify a need for additional alternate security guards to fulfill a temporary service or relieve for vacations and sickness of permanent personnel. In such instances the contractor 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.

Uniforms

The contractor shall provide and maintain the required uniforms necessary for this contract that will directly represent the image of the Agency. **Uniforms for security guards working any detail for the Division of Protective Services shall be separate and distinct from any other uniform the Contractor utilizes. This uniform is to be utilized solely for Division of Protective Services details.** Badges and other insignia to be worn on the security guards' uniforms will be in accordance with any state law that may apply. Contractor shall supply individual name badges for all guards. **Contractor is required to submit pictures of uniforms with all badges as proposed (including cold weather gear) with the quote.**

Objective:

- To insure that all uniformed employees, while in performance of their duties, dress in a professional manner
- To describe the uniform to be worn
- To describe proper times and manner in which the uniform shall be worn
- To identify the proper footwear to be worn with the uniform
- To regulate placement of uniform insignia
- To recognize appropriate uniform accessories
- To establish maintenance, cleaning and replacement procedures for the uniform
- To identify the standard issue of individual uniforms, uniform accessories and uniform insignia

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.

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Male and Female Guards

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

Male Uniformed Employees

- 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.
- If an employee desires to wear sideburns, they will be neatly trimmed. The base shall be a clean shaven horizontal line. Sideburns shall not extend downward beyond the lowest part of the exterior ear opening.
- The face shall be neatly shaven, except that an employee may wear a neatly trimmed moustache. The moustache may extend one quarter inch horizontal beyond the corners of the mouth. The moustache shall not exceed over the lips or beyond the corners of the mouth.
- Male uniformed employees are prohibited from wearing earrings while on duty.

Female Uniformed Employees

- Hairstyles must be worn in a neat, conservative and professional manner at all times. If short hair is preferred, the length directives for males shall be observed. 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. Hair may be worn with "bangs", but they shall not fall over the eyebrows. Hair may be "braided or platted" if the style presents a neat and professional appearance.
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. Hair color shall be of a conservative shade and have no unnatural tones of color. Spray on substances, color or glitter are prohibited. False eyelashes are prohibited.

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- 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. Earrings, shall be of a small post or stud type with only one earring worn in each ear.

General Terms and Conditions:

By signing and submitting its bid, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

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 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.

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.

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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 the parties to 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 RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

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 laws.

Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's bid in response to the RFQ.

Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

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Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

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.

Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

Record Retention (Access & Confidentiality):

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 or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records

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to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the 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.

Use of Contract by other State Spending Units

At the individual spending units discretion, other spending units may utilize the services and pricing of this contract to meet the specific needs of their Agency.

Bond Requirements:

All bidders are required to submit a bid bond in the amount of \$25,000 with each bid quote. The State will accept in lieu of a formal bid bond a certified check, cashier's check or irrevocable letter of credit. All checks must be made payable to the State of West Virginia Purchasing Division. Failure to post a bid bond will result in the disqualification of the bid.

Insurance Requirements:

The contractor shall present evidence of insurance of the types and amounts required by the Agency and in terms and amounts satisfactory to agency. Included in the required insurance coverage shall be the following:

- Worker's Compensation in accordance with applicable federal and state laws.
- Employers Liability and Occupational Disease Liability.
- Commercial general liability insurance including but not limited to contractor's protection insurance if subcontractors are used. Completed operations liability in the amount of \$1,000,000 each occurrence for bodily injury; and \$1,000,000 for property damage.
- Fidelity Insurance in the amount of \$1,000,000 per incident for the actions of the contractor and/or its agents.
- False Arrest Insurance for false arrest, false imprisonment, libel, slander, invasion of privacy in the amount of \$5,000,000 per incident

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Pricing Page

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	480	\$	\$
2.	Probationary Guard I	500	\$	\$
3.	Security Guard II	10,000	\$	\$
4.	Security Guard III/Shift Supervisor	6,000	\$	\$
5.	Sergeant	1,000	\$	\$
6.	Lieutenant	200	\$	\$

SEE Addendum

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual numbers of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

Subject figure is shown for informational purposes and should not be construed as any guarantee of future contract usage.

Vendor Name: U.S. Security Associates Inc.

Phone: 304-768-5886 Fax: 304-768-5889

Date: 9-21-10

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____ (C) of _____ (D), _____ (E),
as Principal, and _____ (F) of _____ (G),
_____ (H), a corporation organized and existing under the laws
of the State of _____ (I) with its principal office in the City of
_____ (J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of _____ (K)
(\$ _____ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for _____ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a
contract in accordance with the bid or proposal attached hereto and shall furnish
any other bonds and insurance required by the bid or proposal, and shall in all
other respects perform the agreement created by the acceptance of said bid then
this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Obligee may accept such bid: and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

(Name of Principal)
By _____ (S)
(Must be President or
Vice President)

Title

(U)
Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

_____ day of _____, 20____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



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
SECSVS10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JO ANN ADKINS
 304-558-8802**

VENDOR

***709062652 304-768-5886**
US SECURITY ASSOCIATES
4526B MACCORKLE AVENUE

SOUTH CHARLESTON WV 25309

SHIP TO

**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/13/2010				

BID OPENING DATE: **09/23/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>1. TO PROVIDE PRE-BID SIGN-IN SHEETS, 4 PAGES ATTACHED.</p> <p>2. SECSVS10 PRICING PAGES, PER REGION, ATTACHED.</p> <p>3. BIDDERS ARE TO SUBMIT TWO (2) REFERENCES PER EACH REGION BID.</p> <p>4. SECSVS10 REVISED SPECIFICATIONS, ATTACHED.</p> <p>5. QUESTIONS AND ANSWERS ATTACHED.</p> <p>*****END OF ADDENDUM NO. 1*****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quentin Hooper</i>	TELEPHONE 304-768-5886	DATE 9-21-10
TITLE Branch Manager	FEIN 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
SECSVS10

PAGE
2

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/13/2010				

BID OPENING DATE: **09/23/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46	\$ 11.00	
GUARD AND SECURITY SERVICES						
***** THIS IS THE END OF RFQ SECSVS10 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quentin Rooper</i>	TELEPHONE 304-768-5886	DATE 9-21-10
TITLE Branch Manager	FEIN 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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

SECSVS10 Specifications

The State of West Virginia is soliciting bids to establish a statewide contract to obtain 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 could be 24-hours per day, seven (7) days per week, 52 (fifty-two) weeks 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.

This contract will be divided into four (4) geographical regions and the geographical areas are defined on the pricing pages. Bidders SHALL indicate on the pricing pages the counties/regions for which you are bidding to supply security guards.

Approximately 4000 – 5500 weekly hours are billed for this service. Subject figure is shown for informational purposes and should not be construed as any guarantee of future contract usage.

NOTE: There is no guaranty that the hours requested for each service level will be the hours required for that service level and vendor must provide the actual hours required for each service level.

CONTRACT AWARD: This contract will not be split. The award will be made to the vendor with the low bid meeting mandatory specifications.

PRICE QUOTATIONS:

The price(s) quoted in the vendor's bid will not be subject to any increase and will be considered firm for the life of the contract.

Mandatory

Pre-bid Meeting

A mandatory pre-bid meeting shall be conducted on Tuesday, September 7, 2010 at 10:30 A.M. in the Capitol Complex/Purchasing Division (Building 15) conference room located at 2019 Washington Street East, Charleston, WV 25305. All interested bidders must be present in person. Failure to attend the pre-bid meeting conference shall disqualify a bidder from bidding on this contract. No one person can represent more than one bidder.

All terms and conditions in the written specifications which are absolute and require strict compliance and cannot be waived are Mandatory terms are indicated by the use of the terms *shall, will, must, maximum or minimum*

Vendor Qualifications/References:

To qualify to bid on this contract, bidders must have been in business for a minimum of three (3) years, providing security guards. If possible, please provide (2) references for whom you have provided temporary personnel in each Region for which you are bidding. Omission of references or failure to indicate number of years providing security guards may result in disqualification of your bid. No award shall be made prior to bidder

SECSVS10

Specifications

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

General Requirements:

Corporate Description – Vendor must have been in business as a company since at least January 1, 2008 and have provided security guard services as described in this RFQ on a general basis. Vendor must submit written proof of corporate tenure, together with client references. Also included should be:

(1) Full name, address, telephone number, fax number, and Federal Tax identification number of the organization. Also, a twenty-four telephone number must be provided.

(2) Date established

(3) Number of full-time employees as of August 1, 2010.

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

Scope of Work

To provide qualified, trained security guards to various Facilities and Divisions of the State. Contractors shall provide the following services including, but not limited to: providing security services for buildings; facilities; grounds; and rights-of-way; for employees and visitors, customers, and vendors; emergency response; access control; technology control station monitoring; patrol, and other related security services. Possibly for 24 hour per day, seven days a week, 52 weeks per year. The requirements set forth in this section pertain to the form and substance in which work shall be administered. The resulting contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties. The successful contractor/vendor shall be responsible to adhere to these requirements and shall notify the Agency within a timely manner (five business days) of any noncompliance.

In addition to the standard and routine office hours worked per week, there may be any given number of unplanned, special events (Specials) requiring security guards coverage that must be staffed and equipped. 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.

In the event the State of West Virginia determines a situation is an emergency, within 24 hours, the Contractor shall be required to provide additional security guards, equal or up to 10 percent of the regular staff within eight hours of request. The Contractor must be able to provide this additional staffing increment at the Agency's request according to the awarded contract.

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Specifications

Guards are currently posted at the Environmental Protection building in Kanawha City, the Motor Vehicles building in Kanawha City, the Natural Resources building in South Charleston, the State Office Building in Huntington, Barboursville Veterans Home, various Highways locations across the State and various Health and Human Resource locations across the State. This list is not considered to be inclusive, but merely an example of locations that could be served.

Independent Contractor

The contractor and its agents shall offer services to the agency as an independent contractor and shall accept the requirements of these specifications as the requirements of an independent contractor necessary to perform the function of a commercial guard service at a professional and sustained level of adequate service.

Turnover Control

The contractor shall exercise reasonable and responsible diligence in providing the Agency with security guards who are qualified to perform the services required. In this regard, the contractor shall make all reasonable efforts to

minimize attrition among trained qualified security guards to the extent that turnover in the security force shall not exceed 25% per annum or 30% in one quarter. Should turnover exceed these limitations the Contractor shall, at their own expense, provide all training previously provided as necessary to make the replacing security guard possess a level of skill equal to the security guard who has terminated service. Notwithstanding the above provision, if the Agency requires the removal of a security guard for reasons other than the ability to competently perform required services; non- or malfeasance in the performance of duties or matters relating to fidelity of an individual security guard, the contractor shall bear the training expense beyond that required for basic qualifications and on-the-job training.

Transitional Staffing

At least 15 days, and not more than 60 days, prior to the expiration or cancellation of this contract, Contractor shall provide the Purchasing Division with a list of all locations utilizing Contractor's security services under this contract and the main contact information for each of the security personnel providing security service on site. Contractor shall also permit government agencies and the winning bidder in subsequent bids to contact the personnel providing security service on site prior to the expiration of this contract to discuss employment with the winning bidder upon expiration of this contract.

Overtime

The contractor must agree to abide by all federal, state, or municipal minimum wage and labor laws.

Liquidated Damages

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to meet the below

SECSVS10

Specifications

requirements. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

- Failure to comply with wage and hour regulations
- Failure to comply with pre-employment qualifications and investigations regarding applicants.
- Failure to report an incident
- Failure to comply with federal, state, and county regulatory requirements
- Failure to perform services for any reason

Replacement of Equipment Provisions

The Agency may from time to time, make equipment available for the use of the security guards in the performance of the contracted services. The contractor shall bear the cost of repair and/or replacement of such equipment 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. This provision shall not apply to equipment failure mutually agreed by the Agency and the contractor as having occurred as a result of normal use or wear.

Documentation of Incidents

The contractor 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:

- 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.
- Any criminal or civil charges brought against the contractor or its personnel as it may relate to the contracted service
- Any apparent trespass of the agency's property
- Any verbal or physical confrontation resulting between a contract employee and a agency employee or guests or visitors on the campus
- Any performance failure of the contractor
- Any federal, state, or county regulatory requirement in which the contractor is in noncompliance
- Any equipment or system failure associated with the performance of the contracted service
- 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
- Any incident in which procedures governing the safe and orderly operation of the site are violated

General Reporting Requirements

SECSVS10 Specifications

The contractor 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 other recoverable documented information relating to the contracted service.

<u>Reports</u>	<u>Frequency</u>
Billing	Bi-weekly
Percentage of personnel turnover	Quarterly
Hours of service performed by post and compensation rate	Monthly
Summary of service performed and compensation rate	Monthly
training (classroom or on the job) completed by (name)	
hours, substance of training, and personnel	Monthly
License renewal and certificate of insurance conforming with government regulations	Annually

All documentation will be certified by signature as being true and correct.
 The bi-weekly billing report should contain the following items: Name of the officer, skill level assigned, billing rate, days, hours per day and locations worked and will be due on Tuesday following the week worked.
Monthly reports will be due no later than the 10th day of the following month.
Quarterly reports will be due on March 10, June 10, September 10 and December 10.
Annual reports will be due on November 10.

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

Candidate Qualifications & Backgrounds

The contractor shall consider the following qualifications as indicative of entry level skills necessary to perform services at an adequate and sustained level. Notwithstanding these entry level requirements, experience will be considered as a substitute for baseline entry level requirement based on individuals qualifications. The following qualifications shall be considered acceptable for presentation to the agency:

- Minimum age of 18 years
- High school diploma or equivalent written examination
- Successful completion of a written, validated examination indicative of the candidate's ability to understand and perform the duties to be assigned
- No record of convictions for criminal offenses (State and Federal).
- A valid motor vehicle operator's license (when operation of motor vehicle is required)
- Physical capability to do the job assigned (i.e. First Responder)
- Ability to pass a pre-employment and drug/alcohol screening test.

SECSVS10 Specifications

- **Criminal history background/including drivers license background. Criminal history validation must include Federal and State Records. Applicant fingerprints must be submitted to the West Virginia State Police for validation. A copy of the validation report shall be submitted to the Division when the guard is assigned to the contract. Under no circumstances shall a guard be assigned to this contract without the validation first being submitted to the Division**

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

Note: Examinations **must** meet criteria that fairly measure the knowledge or skills required for the particular job or class of jobs the candidate seeks or that fairly affords the employer a chance to measure the applicant's ability to perform the job or particular class of job. The contractor shall provide the Agency with a list of all contractors' employees on a regular basis who are currently assigned to this contract, potential candidates for assignment to this contract or are temporary assignment to this contract.

The contractor **shall** conduct a background investigation of each candidate to be presented to the Agency for consideration. The investigation shall include, but not be limited, to five years of employment and neighborhood experience of the candidate. The background investigation will be an adjunct to any "paper and pencil" integrity tests given to the candidate as a matter of the contractor's hiring and personnel screening policies.

The Agency shall accept a contractor 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 adjudication revealed that no derogatory information was disclosed during the investigation that would be harmful to the Agency's interests by assigning the candidate to the contract. **NOTE:** The Agency reserves the right to obtain copies of background investigation.

Limited Assignment Personnel Requirements

Temporary limited assignment of contractor's personnel above and beyond the normal staff of security guards may be required during peak periods such as the legislative session and 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 training:

- *The Security Responsibility Training (2 Hours)*
The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; report writing and documentation.
- *The Protective Environment (1.5 Hours)*
Description of Agency's environment; details relating to the function of the life safety and security systems on site; description of the Agency's employee/visitor relationship to be maintained; history of the Agency's security experience relating to past incidents.

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- *Emergency Practices (2 Hours)*

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.

Minimum Training Before Assignment

The contractor is responsible to provide the training set forth below to each candidate before assignment to the agency's service, or provide evidence acceptable to the agency that the candidate by background and experience has an equivalent skill level to that established in the training program. All training and instruction shall be provided at the contractor's expense.

All training must have the advanced approval of the Agency prior to executing any training. Said instructors must have sufficient experience and qualifications as evidenced in their resume which are satisfactory to the Agency. The pre-assignment training will include the following areas, but not to the exclusion of other areas. The term **pre-assignment** shall be interpreted as that training given to a contractor's employee prior to assignment to the agencies' facility.

- *Module 1: The Security Responsibility (2 hours)*

The life/safety responsibility
 Maintaining effective enforcement
 Maintaining proper appearance
 Bearing and appearance
 Report writing and documentation requirements appropriate to agency's needs

- *Module 2: The Protected Environment (1.5 hours)*

Description of agency's environment
 Details relating to the functioning of the life safety and security systems on site
 Description of the agency/employee relationship that must be maintained
 History of agency's security experience relating to past incidents at multiple locations

- *Module 3: Legal Powers and Limitations (3 hours)*

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
 The limitations on search and seizure and the agency's requirements in these matters

- *Module 4: Standard Operating Procedures (3 hours)*

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

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Handling confrontations on agency's premises

- *Module 5: Emergency Practices (2 hours)*

Identification of types of emergency situations that may predictably occur

Description of emergency systems including the following:

(1) fire detection, (2) fire suppression and evacuation, (3) familiarization with emergency procedure, (4) fire, (5) bomb threat, (6) power failure, (7) vehicle accidents, (8) injury/illness, (9) workplace violence

- *Module 6: Review (1 hour)*

Probationary Period

The contractor shall assign employees to the Agency's premises with the understanding that for 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 contractor's employee be removed from the contract. On completion of the probationary period, the agency will request removal of a contractor employee on a cause basis only. NOTE: On completion of the probationary period, the classification/skill level of security guard will remain unaltered.

Physical Fitness Testing

Security Guards assigned to this contract are required to pass a physical examination by a licensed Physician **annually**. The examination will include drug and alcohol testing. Guards must be free from any hearing, sight or physical limitations which would prevent performance of duties. All cost for the annual physical examination will be the responsibility of the contractor.

Additionally, all Security Guards must pass a physical fitness test. The physical fitness test will be administered before an officer is qualified to be assigned to this contract's scope of work and annually thereafter. The test will be conducted by the contractor and verification provided to the Agency upon successful completion. If an officer fails the **physical or physical fitness** test in subsequent years, he/she will be required to be retested within 60 days after the date of the failed test. If the officer fails either test for the second time, the officer will be removed from assignment from this contract until such time as the officer can successfully pass the **physical and physical fitness test**. Some requirements may be waived at the discretion of the Agency.

The physical fitness testing standards will require that any potential guard be capable of walking or running a distance of 360 yards in three minutes or less. Must also be capable of ascending six floors of stairs in 2 minutes or less.

Physical Abilities

- Capable of heavy lifting (45 pounds minimum)
- Heavy carrying (45 pounds 100 yards minimum)
- Fully extending the arms up to a 90 degree angle from the shoulder
- Capable of walking or standing continuously (minimum of 4 hours)

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- Repeated bending at the waist and knees
- Good hearing
- Vision corrected to 20/20

Condition of Employment

All potential Security Guards proposed for service under this contract must have a complete background check. The background investigation will include but not be limited to:

- Credit Check
- Confirmation of previous employment
- Verification of references
- Criminal record check
- Drivers license verification

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

On-the-job Training

During the probationary period of any individual, the contractor shall provide on-the-job training as follows or as specifically appropriate to the substance of services to be delivered. On-the-job training, as interpreted herein, is only 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 procedures, and practices appropriate to the life safety and security matters of the site.

The contractor shall provide evidence of the completion of such training, detailing the instruction matters covered and instruction periods in each specific area. The contractor bears the responsibility of coordinating this instruction with the shift supervisor to assure the required protection level is maintained at all times. 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.

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 officer advises that the trainee has mastered the requirements of a particular area, a new area of training will be undertaken. 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

- Patrol requirements
- Communication system use and procedure

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- Use of vehicles
- Hazard identification: initial action and reporting
- Identification systems
- Package screening procedures
- Agency/contractor reporting requirements
- Receiving dock operations and procedures
- Response to fire and intrusion alarms and reports
- Responsibilities of individual posts for timely intervention response to alarms and emergency situations
- Traffic and parking control and enforcement
- Specific escort requirements
- Appearance, bearing, and demeanor

On-the-job 2: Enforcement

- Techniques of handling confrontations with Agency's employees, visitors and contractors
- Techniques of handling normal business contacts with Agency's employees, senior executives, visitors, special guests and contractors
- Specific post instructions
- Enforcement responsibilities of agency's procedures and regulations
- Review of criminal law procedures regarding potential site confrontations
- Documentation of and preservation of evidence
- Limitations on search and seizure
- Proper report writing

On-the-Job 3: Emergency Procedures

- Basic first aid practices
- Fire fighting practices
- Evacuation practices
- Bomb search practices
- Power failure practices

On-the-Job 4: special Equipment Training

- Operation of vehicles
- Operation of radio communication systems
- Console operation practices
- Operation of computerized alarm and access control systems
- Operation of Closed Circuit Television system for monitoring and tracking

Skill Level Categories

The contractor is advised that beyond the status of probationary guard, 4 distinct levels are recognized as existing in the assignment of contract employees to the Agency's service. A general description of each skill category is provided below in an ascending skill level from least skilled to most skilled. It is the agency's interpretation that probationary security guards must have successfully completed not less than the 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 contractor to insure the validation is complete and accurate. **At anytime, the Agency may request documentation of the validation process and sample for any individual assigned to the contract**

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Probationary Security Officer I - shall have completed:

Security Officer Orientation
 Role of the Security Officer
 Report Writing
 Legal Powers and Limitations
 Preventing Discrimination & Harassment
 Emergency Procedures
 Bloodborne Pathogens
 Access Control
 Communications & Public Relations
 Customer Service
 Professionalism & Ethics
 Use of Force
 Work Place Violence
 Site OJT

Security Officer II - shall have completed Security Officer I training and the following:

Fire Safety Officer
 Physical Security & Loss Prevention
 Patrol
 Crime Prevention & Response
 Workplace Safety
 Advanced Report Writing
 Preventing Workplace Violence
 Emergency Situations
 Dealing with Aggressive Behavior
 Ready Response

Security Officer III/ Shift Supervisor – shall have completed Security Officer I and II training and the following:

Customer Relations
 Time Management
 Basic Investigations
 Cultural Diversity
 Strikes, Pickets, & Crowd Control

Sergeant & Lieutenant / Site Supervisor – shall have completed all Security Officer I, II and III training and the following:

Interpersonal Communications
 Managing Conflict
 Interviewing Witnesses & Suspects
 Teamwork
 Principals of Leadership

NOTE: Before any Security Guard is advanced in rank a report of the training completed shall be provided by the Contractor to the site client contact for written approval.

Performance Evaluation (Joint Evaluation)

The State Agency and Contractor 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 State Agency must be submitted to

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Specifications

the Contractor for their review and approval. The substance of this evaluation will include an appraisal of the following areas:

- Appearance, bearing, and demeanor
- Attitude, reliability, and punctuality
- Technical knowledge and skill of performance requirements
- Procedural knowledge of agency requirements
- Leadership capability and potential
- Special areas of competence
- Physical testing reports

On-site Supervisory Responsibilities (for each shift)

The contractor shall appoint a senior security guard who will be responsible to the designated Contract Monitor. 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 skill level 5: Sergeant.

Shift Continuity

The contractor shall insure that adequate resources are deployed for the contractor to coordinate multiple shift operations. When in this mode, security guards will not leave their post until relieved by the corresponding officer posted to the next shift.

Alternate Replacement Personnel

The contractor may, from time to time, identify a need for additional alternate security guards to fulfill a temporary service or relieve for vacations and sickness of permanent personnel. In such instances the contractor 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.

Uniforms

The contractor shall provide and maintain the required uniforms necessary for this contract that will directly represent the image of the Agency. **Uniforms for security guards working any detail for the Division of Protective Services shall be separate and distinct from any other uniform the Contractor utilizes. This uniform is to be utilized solely for Division of Protective Services details.** Badges and other insignia to be worn on the security guards' uniforms will be in accordance with any state law that may apply. Contractor shall supply individual name badges for all guards. **Contractor is required to submit pictures of uniforms with all badges as proposed (including cold weather gear) with the quote.**

Objective:

- To insure that all uniformed employees, while in performance of their duties, dress in a professional manner
- To describe the uniform to be worn
- To describe proper times and manner in which the uniform shall be worn
- To identify the proper footwear to be worn with the uniform

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Specifications

- To regulate placement of uniform insignia
- To recognize appropriate uniform accessories
- To establish maintenance, cleaning and replacement procedures for the uniform
- To identify the standard issue of individual uniforms, uniform accessories and uniform insignia

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.

Male and Female Guards

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

Male Uniformed Employees

- 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.
- If an employee desires to wear sideburns, they will be neatly trimmed. The base shall be a clean shaven horizontal line. Sideburns shall not extend downward beyond the lowest part of the exterior ear opening.
- The face shall be neatly shaven, except that an employee may wear a neatly trimmed moustache. The moustache may extend one quarter inch horizontal beyond the corners of the mouth. The moustache shall not exceed over the lips or beyond the corners of the mouth.
- Male uniformed employees are prohibited from wearing earrings while on duty.

SECSVS10 Specifications

Female Uniformed Employees

- Hairstyles must be worn in a neat, conservative and professional manner at all times. If short hair is preferred, the length directives for males shall be observed. 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. Hair may be worn with "bangs", but they shall not fall over the eyebrows. Hair may be "braided or platted" if the style presents a neat and professional appearance.
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. Hair color shall be of a conservative shade and have no unnatural tones of color. Spray on substances, color or glitter are prohibited. False eyelashes are prohibited.
- 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. Earrings, shall be of a small post or stud type with only one earring worn in each ear.

General Terms and Conditions:

By signing and submitting its bid, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

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 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.

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.

SECSVS10

Specifications

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.

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 the parties to 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 RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

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

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Specifications

Federal laws, including but not limited to labor and wage laws.

Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's bid in response to the RFQ.

Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

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.

Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of

SECSVS10 Specifications

termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

Record Retention (Access & Confidentiality):

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 or commodities rendered under this contract by Vendor. 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 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the 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.

Use of Contract by other State Spending Units

At the individual spending units discretion, other spending units may utilize the services and pricing of this contract to meet the specific needs of their Agency.

Bond Requirements:

All bidders are required to submit a bid bond in the amount of \$25,000 with each bid quote. The State will accept in lieu of a formal bid bond a certified check, cashier's check or irrevocable letter of credit. All checks must be made payable to the State of West Virginia Purchasing Division. Failure to post a bid bond will result in the disqualification of the bid.

Insurance Requirements:

The contractor shall present evidence of insurance of the types and amounts required by the Agency and in terms and amounts satisfactory to agency. Included in the required insurance coverage shall be the following:

- Worker's Compensation in accordance with applicable federal and state laws.
- Employers Liability and Occupational Disease Liability.
- Commercial general liability insurance including but not limited to contractor's protection insurance if subcontractors are used. Completed operations liability in the amount of \$1,000,000 each occurrence for bodily injury; and \$1,000,000 for property damage.
- False Arrest Insurance for false arrest, false imprisonment, libel, slander, invasion of privacy in the amount of \$5,000,000 per incident

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Questions and Answers

1Q	What counties are the guards presently posted and the number of guards posted in each of those counties?														
1A	Not available														
2Q	What guard classifications are presently assigned to each location?														
2A	Not available for each location.														
3Q	How many "special events" were worked, guards used for those events and guard classifications used in the last 12 months? Please provide a list for every event.														
3A	Not available														
4Q	What was the turnover rate for the last 12 months?														
4A	Not available														
5Q	Liquidated damages: What was the amount of liquidated damages in the last 12 months?														
5A	Not available														
6Q	Present bill rate for each guard classification?														
6A	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>Limited Assignment Personnel</td> <td style="text-align: right;">\$11.96</td> </tr> <tr> <td>Probationary Officer</td> <td style="text-align: right;">\$11.96</td> </tr> <tr> <td>Security Officer II</td> <td style="text-align: right;">\$11.96</td> </tr> <tr> <td>Security Officer III</td> <td style="text-align: right;">\$11.96</td> </tr> <tr> <td>Security Officer IV</td> <td style="text-align: right;">\$11.96</td> </tr> <tr> <td>Sergeant</td> <td style="text-align: right;">\$12.39</td> </tr> <tr> <td>Lieutenant</td> <td style="text-align: right;">\$12.79</td> </tr> </table>	Limited Assignment Personnel	\$11.96	Probationary Officer	\$11.96	Security Officer II	\$11.96	Security Officer III	\$11.96	Security Officer IV	\$11.96	Sergeant	\$12.39	Lieutenant	\$12.79
Limited Assignment Personnel	\$11.96														
Probationary Officer	\$11.96														
Security Officer II	\$11.96														
Security Officer III	\$11.96														
Security Officer IV	\$11.96														
Sergeant	\$12.39														
Lieutenant	\$12.79														
7Q	Physical Abilities: Vision corrected to 20/20 is unreasonable. Can this be adjusted?														
7A	No														
8Q	What are "first responder" capabilities? Do they differ from "physical abilities" on page 15?														
8A	Vendor should offer both skills to their employees.														
9Q	We do not have any customers with 3500+ hours per week within the state of WV. Can we still Bid?														

SECSVS10
Questions and Answers

9A	As long as the vendor can provide information confirming they service at least 3500+ hours per week for multiple customers.
10Q	Does a 50 state criminal background meet your specifications?
10A	As long as the 50 state criminal background is equal to or greater than what is required in the SECSVS10 specifications.
11Q	General terms and conditions: Can we have a copy of the West Virginia Code pertaining to the interest being paid for late payments by the state?
11A	A WV-96 must be signed for any change of general terms and conditions.

SECSVS10

Questions and Answers

12Q	Credit check: Who/What determines good or bad credit?
12A	It is the vendors responsibility to determine the credit check based on the employment position.
13Q	Drivers License Verification: What if license is not required for the position? Is one still needed?
13A	Yes, for identification purpose.
14Q	Can the successful bidder be provided within 2 business days after the bid opening the names, phone numbers and addresses of each incumbent employee?
14A	The current contract expired in August. We do not have access to this information.
15Q	General terms: Can bidder take exception to any terms?
15A	Must sign the WV-96 and the Attorney General's Office will determine if acceptable or deny changes and bid
16Q	Can indemnification language be modified?
16A	See 15A
17Q	Can we have the right to a 30 day termination clause in any time of the contract?
17A	See General Terms and Conditions #9.
18Q	False arrest insurance for 5,000,000 will we have to have this amount?
18A	yes
19Q	Will service at West Virginia University, Marshall University, and other state universities be included in this RFQ for "All State Agencies"?
19A	State Colleges are not mandated to utilize this contract.
20Q	Page 8 CONTRACT AWARD states the contract will not be split. Discussion at the mandatory meeting included the possibility of dividing the state into regions and the contract being awarded in whole or in part by region. Will the contract be split?
20A	The contract has been split into four (4) regions and the possibility does exist to split the contract into four (4) possible contracts. Awards will be based on the lowest most complete bid meeting specifications.

SECSVS10

Questions and Answers

21Q	If the contract will be split by region, it should be reissued and advertised again. Smaller regional companies who may not have been interested in bidding on the entire state may well be interested in bidding on a particular region and should be allowed to participate?
21A	No
22Q	VENDOR QUALIFICATIONS. <i>Vendors must have been in business as a company since at least January 1, 2008.</i> Will this be determined by the WV Business License date?
22A	Determined by issuing state business license.

SECSVS10

Questions and Answers

23Q	Please clarify the requirement for business references. Is the requirement for references where the vendor provides 3,500 weekly hours of service to one client? When asking for references, what is meant by the phrase <i>(and number of years in business)</i> ? Are you asking for the number of years the company providing the reference has been in business?
23A	See 9A
24Q	Page 9; <i>In the event the State of West Virginia determines a situation is an emergency, within 24 hours the Contractor shall be required to provide additional security guards, equal or up to 10 percent of the regular staff within eight hours of request.</i> Who, representing the State of West Virginia, determines the situation is an emergency? Please clarify what the 10% figure references: officers assigned to the requesting site, officers contracted to a particular agency, or officers assigned to the entire state in general?
24A	Each individual State Agency has the ability to issue an emergency. 10% additional staffing at the requested emergency site.
25Q	Page 24 INSURANCE REQUIREMENTS includes Fidelity Insurance in the amount of \$1 Million per incident. To have true Fidelity Insurance for Security Officers is a very expensive cost item. Fidelity Insurance is usually only required at banks or in transportation of cash and other high value items. Will the state eliminate this requirement since it provides no value to the state?
25A	This requirement has been removed from the specifications.
26Q	If an incumbent security officer is retained from the previous contractor, will they be “grandfathered in” with regard to physicals (if the most recent has been done within the past 12 months), training requirements, and other similar items? Will the state release to the new contractor documentation provided to the state by the previous contractor on these incumbent officers?
26A	Yes, incumbent security officer(s) may be retained and “grandfathered in” only if all background check, physicals, training, etc. are current and done within the past 11 months. The State Agency will provide documentation on the incumbent security guard if available.
27Q	Can you please provide more precise guidance regarding anticipated weekly hours of service required?
27A	The previous annual usage for this service was approximately 1.8 million. The Capitol Complex only utilized approximately \$90,000 annually.
28Q	The pricing page of the RFQ does not provide for holiday billing rates; <ul style="list-style-type: none"> * Will any of the locations require any service on holidays? * If so, Will the Pricing Sheet be amended to allow for a Worked Holiday billing rate

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Questions and Answers

	<p>for each class of security officer? * If not, please provide guidance on what % of regular daily hours will be required on a holiday.</p>
28A	<p>This is a flat rate contract and the State does not control how the contractor schedules its employees.</p>
29Q	<p>The RFQ indicates that there will be situations where unplanned "Specials" requiring additional coverage is applicable; * Can you give additional guidance on how many additional annual hours of this type of coverage is expected? * Will there be a premium bill rate chargeable for this type of coverage? * If so, Will the pricing sheet be amended to allow for a "Specials" coverage billing rate?</p>
29A	<p>No, and this information is not available.</p>
30Q	<p>Is there any expectation of existing any security officers being retained by the winning bidder and will the successor contractor be expected to honor seniority dates for the purposes of vacations? * If so, please provide the classification, wage rates and seniority dates for those officers.</p>
30A	<p>See 6A</p>
31Q	<p>If existing site security officers are retained, will all of the applicable security officer level training requirements within the RFQ be considered met for these existing officers? If not, except for OJT, will retained existing security officers be required to receive all of applicable security officer level training within the RFQ from the successor contractor?</p>
31A	<p>See 26A</p>
32Q	<p>Aside from Federal and State minimum wage requirements, Is there any prevailing wage, collective bargaining agreement, or living wage requirement for this contract? * If so, Please provide copies of such or a reference source to them.</p>
32A	<p>No</p>
33Q	<p>Replacement of equipment provisions; what type of equipment will be issued to the security officers by the Agency that will require replacement by the contractor for officer misuse or abuse?</p>
33A	<p>It is the responsibility of the contracting spending unit to supply any additional equipment that the spending unit might deem necessary for the facility being guarded. There will be no vehicles involved.</p>

SECSVS10

Questions and Answers

34Q	Is there any equipment outside of uniform requirements indicated that the contractor is expected to supply? If so, Please give specific guidance on equipment requirements.
34A	See 33A
35Q	Are contractor employees operating Agency vehicles? If so, please give specific guidance regarding this requirement; number of sites, how being used, type of vehicle, etc.
35A	No
36Q	Please clarify what, if any, training would be billable to the agency?
36A	None
37Q	Advancement in rank from security officer I to Security officer II and Security officer III - assuming that performance level is acceptable, are officers automatically advanced in rank upon completion of the necessary training requirements and 90 days of experience in the case of level 1 officers going to level II? If not, what other criteria exists for security officers advancement to level III?
37A	No, the State spending unit must agree in writing and a change order will be issued as mandated documentation.
38Q	What is the expected or typical number of hours for the 4 classes of on-the-job training?
38A	Not available
39Q	What is the training and execution expectation with respect to "fire fighting practices"?
39A	It is the vendor's responsibility to train all security guards employed by any West Virginia State Agency or political subdivision with adequate fire fighting practices in case of emergency or disaster.
40Q	Does the 12.5 hours of pre-assignment classroom training and OJT training cover the Level I security officer training requirements listed on page 17 of the RFQ or is that additional training required for those officers? If additional, what is the number of hours expectation for this training?
40A	Yes
41Q	The security officer II training listed on page 18 of the RFQ represents how many additional hours of classroom type training?
41A	8 – 12 additional hours
42Q	The security officer level III / shift supervisor training listed on page 18 of the RFQ represents how many additional hours of classroom type training?

SECSVS10

Questions and Answers

42A	8 - 12 additional hours									
43Q	The security officer Sergeant & Lieutenant / Site Supervisor training listed on page 18 of the RFQ represents how many additional hours of classroom type training?									
43A	12 – 15 additional hours									
44Q	<p>In order to allow for a more competitive price submission, will the State give additional clarification regarding anticipated service requirements for this RFQ by providing a service location schedule similar to the following format which was used in a recently bid State security service contract?</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 25%; text-align: center;">Physical</th> <th style="width: 25%; text-align: center;">Weekly</th> </tr> <tr> <td style="text-align: center;">Service Location Coverage Number Days</td> <td style="text-align: center;">Service Agency Coverage Name Times</td> <td style="text-align: center;">Site Location Address Equipment</td> </tr> <tr> <td></td> <td style="text-align: center;">Zip Vehicle City Y or N</td> <td style="text-align: center;">Service Code Hours</td> </tr> </thead> </table>		Physical	Weekly	Service Location Coverage Number Days	Service Agency Coverage Name Times	Site Location Address Equipment		Zip Vehicle City Y or N	Service Code Hours
	Physical	Weekly								
Service Location Coverage Number Days	Service Agency Coverage Name Times	Site Location Address Equipment								
	Zip Vehicle City Y or N	Service Code Hours								
44A	Not Available									

SECSVS10

Questions and Answers

45Q	What are the average current pay rates for the various classes of officers?
45A	See 6A
46Q	Does the service requirement include any armed security officers and how much if so?
46A	No
47Q	What are the anticipated award and start dates for this contract?
47A	November 1, 2010 is the start date.

SECSVS10

Pricing Pages

Date: _____

Vendor Name: _____

Years Providing Security Guards: _____

Contact Person: _____

Phone #: _____

Fax #: _____

NOT Bidding

Region I: The counties of Hancock, Brooke, Ohio, Marshall, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Wetzel and Tyler

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	600	\$	\$
2.	Probationary Guard I	1,000	\$	\$
3.	Security Guard II	10,000	\$	\$
4.	Security Guard III/Shift Supervisor	6,000	\$	\$
5.	Sergeant	2,000	\$	\$
6.	Lieutenant	3,000	\$	\$

TOTAL: _____

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

SECSVS10

Pricing Pages

Date: September 21, 2010

Vendor Name: U.S. Security Associates, Inc.

Years Providing Security Guards: 55 yrs

Contact Person: QUENTIN ROOPER

Phone #: 304-768-5886

Fax #: 304-768-5889

Region II: The counties of: Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane, and Jackson.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	600	\$ 11.00	\$ 6,600.00
2.	Probationary Guard I	1,000	\$ 11.00	\$ 11,000.00
3.	Security Guard II	10,000	\$ 11.00	\$ 110,000.00
4.	Security Guard III/Shift Supervisor	6,000	\$ 11.00	\$ 66,000.00
5.	Sergeant	2,000	\$ 11.00	\$ 22,000.00
6.	Lieutenant	3,000	\$ 11.00	\$ 33,000.00

TOTAL: \$ 248,600.00

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

Pricing Pages

Date: _____

Vendor Name: _____

Years Providing Security Guards: _____

Contact Person: _____

Phone #: _____

Fax #: _____

Not Bidding

Region III: The counties of: Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor and Preston.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	600	\$	\$
2.	Probationary Guard I	1,000	\$	\$
3.	Security Guard II	10,000	\$	\$
4.	Security Guard III/Shift Supervisor	6,000	\$	\$
5.	Sergeant	2,000	\$	\$
6.	Lieutenant	3,000	\$	\$

TOTAL: _____

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

Pricing Pages

Date: September 21, 2010Vendor Name: U.S. Security Associates, Inc.# Years Providing Security Guards: 55 yrs.Contact Person: Quentin RooperPhone #: 304-768-5886Fax #: 304-768-5889

Region IV: The counties of: Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster, and Monroe.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	600	\$ 11. ⁰⁰	\$ 6,600. ⁰⁰
2.	Probationary Guard I	1,000	\$ 11. ⁰⁰	\$ 11,000. ⁰⁰
3.	Security Guard II	10,000	\$ 11. ⁰⁰	\$ 110,000. ⁰⁰
4.	Security Guard III/Shift Supervisor	6,000	\$ 11. ⁰⁰	\$ 66,000. ⁰⁰
5.	Sergeant	2,000	\$ 11. ⁰⁰	\$ 22,000. ⁰⁰
6.	Lieutenant	3,000	\$ 11. ⁰⁰	\$ 33,000. ⁰⁰

TOTAL: \$ 248,600.⁰⁰

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

SIGN IN SHEET

Request for Proposal No. SECVSYS10

PLEASE PRINT

Date: September 7, 2010

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>SECURITY AMERICA, INC</u> Rep: <u>MIKE McLAUGHLIN</u> Email Address: <u>MCLAUGHLIN@SECURITYAMERICA.COM</u>	<u>5407 MACCORKLE AV. SE</u> <u>CHARLESTON, WV 25304.</u>	PHONE <u>304-925-4747 X104</u> TOLL FREE FAX <u>304-925-4700.</u>
Company: <u>SECURITY AMERICA INC</u> Rep: <u>BILC SLENORRELLI</u> Email Address: <u>BILLSLENORRELLI@SECURITYAMERICA.COM</u>	<u>5407 MACCORKLE AV SE</u> <u>CHARLESTON WV 25304.</u>	PHONE <u>304-925-4747 X102</u> TOLL FREE FAX <u>304-925-4700</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE FAX _____

SIGN IN SHEET

Request for Proposal No. SECVSYS10

PLEASE PRINT

Date: September 7, 2010

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS		TELEPHONE & FAX NUMBERS	
Company:	United Security, LLC	4400 N. High St		PHONE	216 276 4430
Rep:	Bill Krob	Columbus, Ohio 43214		TOLL FREE	1 800 590 6754
Email Address:	bkrob@unitedsms.com			FAX	614 841 0382
Company:	United Security, LLC	4400 N. High St.		PHONE	614-938-4183
Rep:	Liz Abbott-Harris	Columbus, OH 43214		TOLL FREE	1-800-590-6754
Email Address:	eabbott-harris@unitedsms.com			FAX	614-841-0382
Company:				PHONE	
Rep:				TOLL FREE	
Email Address:				FAX	
Company:				PHONE	
Rep:				TOLL FREE	
Email Address:				FAX	
Company:				PHONE	
Rep:				TOLL FREE	
Email Address:				FAX	

Request for Proposal No. SECSVS10

PLEASE PRINT

Date: September 7, 2010

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>US Security Associates</u> Rep: <u>Quentin Ferguson</u> Email Address: <u>PROOPER@USSecurityAssociates.com</u>	<u>4526 B MacCoble Ave</u> <u>50 Charlesford, WV</u> <u>25309</u>	PHONE <u>304.768.5886</u> TOLL FREE FAX <u>304-768-5889</u>
Company: <u>St. Moritz Security</u> Rep: <u>John Romine</u> <u>WV Regional Manager</u> Email Address: <u>jromine@smssi.com</u>	<u>1118-20th Street Suite 227</u> <u>Parkersburg, WV. 26101</u>	PHONE <u>304-422-4299</u> TOLL FREE <u>1-800-218-9161</u> FAX <u>304-422-4310</u>
Company: <u>St. Moritz Security</u> Rep: <u>Paul Briggs</u> Email Address: _____	<u>1118-20th St. Suite 227</u> <u>Parkersburg, WV. 26101</u>	PHONE <u>304-422-4299</u> TOLL FREE <u>1-800-218-9161</u> FAX <u>304-422-4310</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE _____ FAX _____

SIGN IN SHEET

Request for Proposal No. SECSVS10

PLEASE PRINT

Date: September 7, 2010

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company:	<u>Allied Barton Security Services</u>	<u>1222 Ohio Ave</u>	PHONE <u>304 - 268-1064</u>
Rep:	<u>Tim Metten / Chris Hunt</u>	<u>Dunbar, WV 25064</u>	TOLL FREE
Email Address:	<u>T.D.Metten@Alliedbarton.com</u>		FAX <u>304 - 268-2290</u>
Company:	<u>G4S Secure Solutions USA INC</u>	<u>2333 MacCorkle Ave, Ste 200</u>	PHONE (304) <u>787-4608</u>
Rep:	<u>DAVID SPYDOR, JR.</u>	<u>St. Albans, WV 25177</u>	TOLL FREE
Email Address:	<u>DAVID.SPYDOR@USA.G4S.COM</u>		FAX (304) <u>787-4198</u>
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX

LOCAL REFERENCES

The following personnel represent a sampling of those clients served by our Charleston, WV office. We encourage you to contact them for references on our service.

Mr. Steve Fetty
BAYER CROP SCIENCE
P. O. Box 1005
Institute, WV 25112
304-767-6696

Ms. Aimee Switzer
EVEREST INSTITUTE
5514 Big Tyler Road
Cross Lanes, WV 25313
304-776-6290

Mr. Roger Campbell
WV DIVISION OF HIGHWAYS
190 Dry Branch Road
Charleston, WV 25306
304-558-8984

Mr. Dennis Lewis
CHARLESTON TOWN CENTER MALL
3000 Chas. Town Center
Charleston, WV 25389
304-345-9526

Mr. James Colgrove
CABELL COUNTY SCHOOLS
P. O. Box 446
Huntington, WV 25702
304-528-5064

Ms. Brenda Cook
FORREST BLUFF APARTMENTS
7150 BEECH DRIVE
HUNTINGTON, WV 25705
304-736-1660

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, U.S. Security Associates, Inc.
of 200 Mansell Court, Roswell, Georgia, as Principal, and RLI Insurance Company
of P.O. Box 3967, Peoria, Illinois, a corporation organized and existing under the laws of the State of IL
with its principal office in the City of Peoria, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Twenty Five Thousand (\$ 25,000.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Security Guard Services to all West Virginia State Agencies and Political Subdivisions

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
9th day of September, 20 10.

Principal Corporate Seal

U.S. Security Associates

(Name of Principal)
Michael J. Luster
(Must be President or
Vice President)

VP FINANCE AND CFO
(Title)

Surety Corporate Seal

RLI Insurance Company
(Name of Surety)

Attorney-in-Fact
Melissa A. Hamood

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Melissa A. Hamood, Pamela A. Tanner, Melissa Love, Diana Jaworski, jointly or severally.

in the City of Cleveland, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 9th day of August, 2010.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 9th day of August, 2010, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 9th day of September, 2010.

By: [Signature]
 Cherie L. Montgomery Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



State of West Virginia
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). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor 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 corporation resident vendor and 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 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 nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the 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 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 term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: U. S. Security Assoc. Inc Signed: Quentin Rooper
 Date: September 21, 2010 Title: Branch Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. _____

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 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.

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: U.S. Security Associates Inc.

Authorized Signature: Quentin Rooper Date: 9-21-10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 21 day of SEPTEMBER, 2010.

My Commission expires SEPTEMBER 11, 2012

AFFIX SEAL HERE

NOTARY PUBLIC Ramona K. Lewis

