



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header @ 4

 List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 419619

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID:  

SO Doc ID: DOT1800000057

Legal Name: SECURITY AMERICA INC

Published Date: 3/8/18

Alias/DBA:

Close Date: 3/21/18

Total Bid: \$3,599,651.33

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description:  

Total of Header Attachments: 4



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 419619

**Solicitation Description :** ADDENDUM\_3: STATEWIDE COURTESY PATROL PROGRAM

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-03-21 13:30:00	SR 0803 ESR03201800000004230	1

<b>VENDOR</b>
000000204381 SECURITY AMERICA INC

**Solicitation Number:** CRFQ 0803 DOT1800000057

**Total Bid :** \$3,599,651.33      **Response Date:** 2018-03-21      **Response Time:** 09:40:01

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	STATEWIDE COURTESY PATROL PROGRAM				\$3,599,651.33

Comm Code	Manufacturer	Specification	Model #
90121800			

**Extended Description :** STATEWIDE COURTESY PATROL PROGRAM PER THE ATTACHED PRICING PAGE

**Comments:** Security America- Courtesy Patrol RFP



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 – Highways

Proc Folder: 419619

Doc Description: ADDENDUM\_1: STATEWIDE COURTESY PATROL PROGRAM

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-12	2018-02-28 13:30:00	CRFQ 0803 DOT1800000057	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN # 55-0620159

DATE 03/20/2018

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

**ADDITIONAL INFORMATION:**

ADDENDUM\_1: Is issued for the following:

1. To move the bid opening date from 02/14/2017 to 02/28/2017 at 1:30pm EST to provide the agency additional time to respond to the questions from vendors submitted during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), to establish an open-contract for the operation of a Statewide Courtesy Patrol Program, per the attached documents.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STATEWIDE COURTESY PATROL PROGRAM				

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description :  
STATEWIDE COURTESY PATROL PROGRAM PER THE ATTACHED PRICING PAGE

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 3:00 pm	2018-02-07

# SOLICITATION NUMBER: CRFQ 0803 DOT1800000057

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000057 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

### Description of Modification to Solicitation:

1. To move the bid opening date from 02/14/2017 to 02/28/2017 at 1:30pm EST. to provide the agency additional time to respond to the questions from vendors submitted during the Technical Questioning period.

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DOT1800000057**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

\_\_\_\_\_  
Security America, Inc.

\_\_\_\_\_  
Company

\_\_\_\_\_  


\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
03/20/2018

\_\_\_\_\_  
Date

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



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 – Highways

Proc Folder: 419619

Doc Description: ADDENDUM\_2: STATEWIDE COURTESY PATROL PROGRAM

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-27	2018-03-14 13:30:00	CRFQ 0803 DOT1800000057	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #55-0620159

DATE 03/20/2018

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

**ADDITIONAL INFORMATION:**

ADDENDUM 1: Is issued for the following:

1. To move the bid opening date from 02/28/2018 to 03/14/2018 at 1:30pm EST to provide the agency additional time to respond to the questions from vendors submitted during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), to establish an open-contract for the operation of a Statewide Courtesy Patrol Program, per the attached documents.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STATEWIDE COURTESY PATROL PROGRAM	0.00000			

Comm Code	Manufacturer	Specification	Modal #
90121800			

Extended Description :  
STATEWIDE COURTESY PATROL PROGRAM PER THE ATTACHED PRICING PAGE

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 3:00 pm	2018-02-07

**SOLICITATION NUMBER: CRFQ 0803 DOT1800000057**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000057 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To move the bid opening date from 02/28/2018 to 03/14/2018 at 1:30pm EST. to provide the agency additional time to respond to the questions from vendors submitted during the Technical Questioning period.

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DOT1800000057**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Security America, Inc.

Company



Authorized Signature

03/20/2018

Date

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



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 – Highways

Proc Folder: 419619

Doc Description: ADDENDUM\_3: STATEWIDE COURTESY PATROL PROGRAM

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-08	2018-03-21 13:30:00	CRFQ 0803 DOT1800000057	4

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN # 55-0620159

DATE 03/20/2018

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

**ADDITIONAL INFORMATION:**

ADDENDUM 3: Is issued for the following:

1. To move the bid opening date from 03/14/2018 to 03/21/2018 at 1:30pm EST.
2. To publish the Agency responses to the questions submitted by vendors during the Technical Questioning period.
3. To publish a revised Information Attachment Form C (Revised 03/08/20018).

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), to establish an open-contract for the operation of a Statewide Courtesy Patrol Program, per the attached documents.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STATEWIDE COURTESY PATROL PROGRAM	0.00000			

Comm Code	Manufacturer	Specification	Model #
90121800			

**Extended Description :**

STATEWIDE COURTESY PATROL PROGRAM PER THE ATTACHED PRICING PAGE

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 3:00 pm	2018-02-07

**SOLICITATION NUMBER: CRFQ 0803 DOT1800000057**  
**Addendum Number: 3**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000057 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Publish Information Attachment Form C (Rev.03/08/2018).

**Description of Modification to Solicitation:**

1. To move the bid opening date from 03/14/2018 to 03/21/2018 at 1:30pm EST.
2. To publish the Agency responses to the questions submitted by vendors during the Technical Questioning period.
3. To publish a revised Information Attachment Form C (Revised 03/08/20018).

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Addendum\_3  
CRFQ DOT1800000057  
Statewide Courtesy Patrol Program

To answer Vendor posed questions.

Question #1 Pursuant to Section 4.1.3, the vendor shall set up a communications Center or multiple Centers. Are the current operations being operated out of one or multiple dispatch centers?

Response #1 This information is currently not available.

Question #2 Can the respondent operate the communications Center within a WVDOT district headquarter facility or facilities in coordination with WVDOT dispatchers?

Response #2 No.

Question #3 Can the state clarify the required forms for a responsive submittal? For example, does the respondent need to submit an active insurance certificate evidencing coverage pursuant to the requirements?

Response #3 The requirements for a responsive bid submittal are contained in the solicitation documents provided for this RFQ. Please read the entire solicitation documents for instructions on the response requirements including the required forms for a bid response/submittal. For example: the Commercial General Liability Insurance requirement listed in Section 8 of the General Terms and Conditions clearly state the requirement is "prior to award". Any document that is "required prior to award" may be submitted with the bid offering to expedite the award process but does not obligate the vendor to do so at that time.

Question #4 To clarify Section 3.1, does the legal entity need at least five years of experience or does the business owners? Specifically, what if a sole proprietor who was in business multiple years later incorporated for legal purposes, but the legal entity only has three years of experience?

Response #4 The five-year minimum requirement referenced in Section 3.1 of the contract specifications and on Information Attachment Form A shall include the total number of years of experience by the business and/or sole proprietorship combined.

Attachment\_A

Addendum\_3  
CRFQ DOT1800000057  
Statewide Courtesy Patrol Program

Question #5      Statewide Courtesy Patrol Program Information Attachment Form C –  
Number 2 – Lease of Vehicles:

a. What is the lease amount for the entire Program Fleet so we  
can include in bid amount?

Question #6      Statewide Courtesy Patrol Program Information Attachment Form C –  
Number 7 – Insurance:

a. We understand that BRIM covers insurance needs of the fleet  
(refer to section 4 Requirements – 4.1.4 Vehicle Fleet – 4.1.4.7),  
stating any vehicle claims will be the responsibility of the State.

b. Is additional automobile insurance coverage required by the  
Lessee outside of the state's BRIM coverage for the fleet (section  
4 Requirements – 4.1.4 Vehicle Fleet – 4.1.4.7)?

Response #5 & #6      In response to both questions, a revised Information Attachment Form C  
is attached. Please replace the current Form C with the attached  
Information Attachment Form C – (Revised 03/08/2018).

Statewide Courtesy Patrol Program  
INFORMATION ATTACHMENT FORM C (Revised 03/08/2018)  
Courtesy Patrol Vehicles Lease Agreement

**THIS AGREEMENT**, executed in duplicate, made and entered into this 20th day of March, 2018, by and between the West Virginia Department of Transportation, Division of Highways, herein referred to as "LESSOR," and

Security America, Inc.

Address:

3412 Chesterfield Ave.

Charleston, WV 25304

hereinafter referred to as "LESSEE,"

**WITNESSETH** that,

**WHEREAS**, the primary purpose of the Courtesy Patrol Program, hereinafter referred to as "Program," is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's routes; and

**WHEREAS**, the Program operates on all West Virginia Interstate and Appalachian Corridor routes, with the exception of that portion of Interstate 77 managed and maintained by the West Virginia Parkway Authority; and

**WHEREAS**, the West Virginia Purchasing Division has solicited bids on behalf of LESSOR for the operation of the statewide Program; and

**WHEREAS**, the above-mentioned LESSEE is the successful bidder to provide all applicable services under the Program; and

**WHEREAS**, the LESSOR believes that the continued operation of the Program is in the public interest;

**NOW, THEREFORE**, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

1. **PROGRAM VEHICLES:** LESSOR shall be responsible for the purchase of the fleet vehicles required in the performance of the Program, hereinafter called "Program Fleet." The required vehicle fleet shall be thirty-six (36) full sized, half-ton, regular cab pickup

trucks. Three (3) of the pickup trucks will be four-wheel drive; all other vehicles will be two-wheel drive.

2. **LEASE OF VEHICLES:** LESSOR shall lease the entire Program Fleet to LESSEE for the amount of seven thousand six hundred three dollars and twenty cents (\$7,603.20) U.S. dollars, per year. Each year of the program, the total vehicle lease amount will be seven thousand six hundred three dollars and twenty cents (\$7,603.20) U.S. dollars for the Program Fleet.
3. **VEHICLE OWNERSHIP:** This Lease Agreement is a *lease* only, and LESSEE shall have no right, title or interest in or to the vehicles provided to it by LESSOR except for the use of the vehicles as described in this Lease Agreement or by the incorporated documents referenced herein. LESSOR shall at all times maintain full title and ownership of all vehicles considered under this Lease Agreement. LESSEE agrees to keep all vehicles in the Program Fleet free from any liens, charges or encumbrances.
4. **REGISTRATION, PLATES, ET CETERA:** Each vehicle in the Program Fleet shall be titled, registered and licensed in the name of the LESSOR. LESSOR shall acquire and install all necessary license plates.
5. **VEHICLE USE:** LESSEE agrees to allow only duly authorized, licensed and insured drivers to use and operate Program Fleet vehicles. LESSEE agrees to comply with and cause its drivers to comply with all laws, statutes, rules, regulations and insurance policies affecting or covering the Program Fleet or their use or operation. LESSEE further agrees to operate vehicles in the Program Fleet in accordance with the Program's Contract Specifications and related documents specifically incorporated into this Lease Agreement. Program Fleet vehicles provided to LESSEE in accordance with this Lease Agreement shall be under the exclusive possession, control and use of LESSEE.
6. **MAINTENANCE:** All Program Fleet shall at all times be maintained by LESSEE in a safe operating condition and in compliance with applicable West Virginia motor vehicle laws and regulations. LESSOR shall provide LESSEE with Fuel and standardized Program reflective logos and decals. All logos and decals shall remain on all Program Fleet vehicles and shall be installed by the LESSEE.
7. **INSURANCE:** LESSOR shall maintain the automobile insurance policy coverage required for the Program Fleet vehicles supplied by the State.
8. **RISK OF LOSS:** LESSEE assumes and agrees to bear the entire risk of loss of, theft of or damage or destruction to any vehicles in the Program Fleet while under its control or operation. Reasonable wear and tear is expected and shall not constitute damage or destruction under this section.
9. **INDEMNITY:** LESSEE shall indemnify and hold LESSOR harmless from and against any and all loss, damage, liability and from all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be

sustained, by any person or persons including employees of LESSOR, and from and against any and all damages to property arising out of the Program, except if any such claim or liability results from

- A. the sole negligence of LESSOR; or
- B. the willful or intentional unlawful acts of LESSOR.

10. **CHOICE OF LAW:** This Lease Agreement is entered under and shall be construed in accordance with the laws of the State of West Virginia.
11. **FORUM SELECTION:** Any disputes arising under or in connection with this Lease Agreement or related to any matter which is the subject of this Lease Agreement shall be subject to the exclusive jurisdiction of the Circuit Court of Kanawha County, West Virginia.
12. **DISCLAIMER OF WARRANTIES:**
  - A. LESSEE'S ACCEPTANCE OF DELIVERY OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLES IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE' PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
  - B. LESSOR MAKES NO REPRESENTATION OR WARRANY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO E BORNE BY LESSEE. ALL VEHICLES ARE LEASED "AS IS," AND "WITH ALL FAULTS."
  - C. LESSOR shall not be liable to LESSEE for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Program Fleet vehicle or any inadequacy of any such vehicle for any purpose or any defect (latent or patent).
13. **INCORPORATION OF CONTRACT DOCUMENTS:** All bid documents, including but not limited to the Solicitation and the written Contract, applicable to the Courtesy Patrol Program are incorporated by reference in this Lease Agreement. LESSEE agrees to abide by all Program terms and conditions outlined in the Solicitation specifications and the written Contract, which include added requirements for the proper use and maintenance of the Program Fleet vehicles not specifically enumerated in this Lease Agreement.
14. **TERM LIFE OF AGREEMENT:** This Lease Agreement is effective upon full execution by both the LESSOR and LESSEE and the lease terms shall coincide and be governed by the Program's written Contract documents. This Agreement shall be binding upon the successors and assigns of each party hereto.

15. MERGER: This Lease Agreement, in addition to those documents specifically incorporated herein, constitutes the entire agreement between the parties regarding the lease of LESSOR's vehicles to LESSEE for the operation of the Courtesy Patrol Program.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by the duly authorized officers.

ATTEST:

WEST VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
Executive Secretary

\_\_\_\_\_  
(signature)

By: Thomas J. Smith, P.E.  
Secretary of Transportation/  
Commissioner of Highways

ATTEST:

LESSEE: Security America, Inc.

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

\_\_\_\_\_  
(signature)

By: Chris Signorelli

\_\_\_\_\_  
(printed name)

Its: Director

(To be executed in duplicate.)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DOT1800000057**

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

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

**Addendum Numbers Received:**

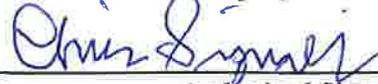
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Security America, Inc.

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
03/20/2018

Date

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

## **POLICY**

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

## **PROCEDURES**

The following principles apply to professional use of social media on behalf of Security America Inc. as well as personal use of social media when referencing Security America Inc.

- Employees need to know and adhere to the Security America Inc Company's Code of Conduct,
- Employees should be aware of the effect their actions may have on their images, as well as Security America Inc image. The information that employees post or publish may be public information for a long time.
- Employees should be aware that Security America Inc] may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to [Security America Inc, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
- Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Human Resources Department and/or supervisor.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized [Security America Inc spokespersons.
- If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Employees should get appropriate permission before you refer to or post images of current or former employees, members, clients, vendors or suppliers. Additionally, employees should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.
- Social media use shouldn't interfere with employee's responsibilities at Security America Inc. Security America Inc & the Client's computer systems are to be used for business purposes only. Personal use of social media networks or personal blogging of online content is not allowed during your work hours. If you do it could result in disciplinary action.
- Subject to applicable law, after-hours online activity that violates Security America Inc company policy may subject an employee to disciplinary action or termination.
- If employees publish content after-hours that involves work or subjects associated with Security America Inc], a disclaimer should be used, such as this: "The postings on this site are my own and do not represent Security America Inc positions, strategies or opinions."
- It is highly recommended that employees keep [Company] related social media accounts separate from personal accounts.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 – Highways

Proc Folder: 419619  
 Doc Description: STATEWIDE COURTESY PATROL PROGRAM  
 Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-01	2018-02-14 13:30:00	CRFQ 0803 DOT1800000057	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN # 55-0620159

DATE 03/20/2018

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



<b>DOT1800000057</b>	<b>Document Phase</b> Draft	<b>Document Description</b> STATEWIDE COURTESY PATROL PROGRAM	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 7, 2018 by 3:00 pm

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Mark.A.Atkins@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)  
 Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 14, 2018 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

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

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ upon award \_\_\_\_\_ and extends for a period of one (1) \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Revised 12/12/2017

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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

Chris Signorelli  
(Name, Title)  
Director  
(Printed Name and Title)  
3412 Chesterfield Ave. Charleston, WV 25304  
(Address)  
888-832-6732 ex. 103 304-925-4700  
(Phone Number) / (Fax Number)  
Csignorelli@securityamerica.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Security America, Inc.  
(Company)  
Chris Signorelli, Director  
(Authorized Signature) (Representative Name, Title)

Chris Signorelli Director  
(Printed Name and Title of Authorized Representative)

3/20/2018  
(Date)

888-832-6732 ex.103  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
CRFQ DOT1800000057 - Statewide Courtesy Patrol Program

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways for the operation of a Statewide Courtesy Patrol Program. The Courtesy Patrol Program operates on all West Virginia Interstate and Appalachian Corridor routes, except for that portion of I-77 managed and maintained by the West Virginia Parkways Authority, refer to Information Attachment Form B for listing.

The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and corridor routes.

**NOTE:** At no time shall an employee of the Vendor consider themselves as an employee of the State of West Virginia.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Contract Item”, “Contract Items”, “Contract Service” or “Contract Services”** means the list of items identified and more fully described in these specifications.
- 2.2 “Pricing Pages”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 “Solicitation”** means the notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “16/7, 365/366”** used throughout this Solicitation means 16 hours per day, seven days per week, 365 or 366 days per year.
- 2.5 “APD”** used throughout this Solicitation means Appalachian Corridor Route.
- 2.6 “BRIM”** used throughout this Solicitation means Bureau of Risk and Insurance Management.
- 2.7 “Center” or “Center(s)”** used throughout this Solicitation means Staff Dispatch Communication Center.
- 2.8 “CPR”** used throughout this Solicitation means Cardiopulmonary Resuscitation.

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- 2.9 “DMV” used throughout this Solicitation means the West Virginia Division of Motor Vehicles.
- 2.10 “GPS” used throughout this Solicitation means Global Positioning Satellite that provides location and time information anywhere on or near earth where there is an unobstructed line of sight to four or more satellites.
- 2.11 “ITS” used throughout this Solicitation means Intelligent Transportation System. Reference: <http://www.its.dot.gov/>
- 2.12 “Program” used throughout this Solicitation means the West Virginia Courtesy Patrol Program.
- 2.13 “TMC” used throughout this Solicitation means the West Virginia Division of Highways Traffic Management Center.
- 2.14 “WVDMPS” used throughout this Solicitation means the West Virginia Department of Military Affairs and Public Safety.
- 2.15 “WVDOH or Agency” used throughout this Solicitation means the West Virginia Division of Highways.
- 2.16 “WVDT” used throughout this Solicitation mean the West Virginia Division of Tourism.
3. **QUALIFICATIONS AND ELIGIBILITY:** Vendor shall have the following minimum qualifications to be awarded a contract:
- 3.1 Vendor must have been in business a minimum of five years and successfully managed a similar statewide or federal program with dispatching communication capabilities including emergency response dispatching. The Vendor should complete the Information Attachment Form A and submit with their bid submission. This is for informational purposes to support that the Vendor can administer a managed program. Failure to complete and submit Information Attachment Form A with the Vendor’s bid will result in the Vendor’s bid being disqualified.
- 3.2 Vendor shall provide federal and/or state enforcement agency documentation that the Vendor has completed certified training for both Homeland Security and Amber Alert Programs. This documentation MUST be submitted with the Vendor’s bid submission.

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- 3.3 Vendor should provide documentation of their current membership in ITS. This documentation MUST be submitted prior to contract award.

4. **REQUIREMENTS:**

- 4.1 **Contract Services Requirements:** Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 **Program Requirements:**

4.1.1.1 Patrol trucks shall patrol all routes to insure motorist response time of less than one hour. Routes are approximately 50-mile, one-way sections. Routes shall be driven in their entirety a minimum of one time per shift unless motorist assistance requires an exception. These routes are identified on Information Attachment Form B.

4.1.1.2 Patrol shall be 16/7, 365/366. 16-hour shift shall be 3:00 PM through 7:00 AM. All designed route segments are required to be patrolled the full shift 16/7, 365/366.

**NOTE:** Any route segment not receiving the full shift coverage must be reported to the WVDOH. An Information Attachment Form E shall be completed and submitted per the instructions in Section 6.3 of the contract specifications.

4.1.1.3 Vendor shall establish, publish and maintain a statewide Program toll-free telephone number which shall be staffed 16/7, 365/366. The Program toll-free number shall be prominently displayed on each patrol truck and shall be printed on all materials featuring the Program.

4.1.2 **Types of Assistance/Services to be provided:**

4.1.2.1 Patrollers shall always present a courteous and positive image for the State of West Virginia.

4.1.2.2 Patrollers are prohibited from accepting cash or any item of tangible value from a motorist who receives services.

4.1.2.3 Patrollers shall aid motorists having questions concerning travel routes, directions or local area facilities.

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- 4.1.2.4** Patrollers shall monitor the routes for debris, accidents or other obstructions which impede traffic flow or pose potential hazards to the traveling public. Patrollers shall only contact the Vendor's Center who shall promptly notify the WVDOH and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 4.1.2.5** Patrollers shall remove animal carcasses, tire and other debris which can safely be moved from the driving lane to the roadway edge.
- 4.1.2.6** Patrollers shall identify chemical spills on or near the roadway. Patrollers shall only contact the Vendor's Center who shall promptly notify the WVDOH and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 4.1.2.7** Patrollers shall assist as requested by emergency and law enforcement personnel at a variety of highway-related emergency situations by performing the following: securing the area; administering CPR or first aid, if required; assisting emergency and law enforcement personnel by positioning the patrol truck in such a manner to provide a safe zone for the emergency personnel.
- 4.1.2.8** Patrollers shall report all suspicious activities on roads and bridges. Patrollers shall only contact the Vendor's Center who shall promptly notify the WVDOH and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 4.1.2.9** Patrollers shall monitor their assigned route during Amber Alert situations and shall contact the Vendor's Center who shall promptly notify the WVDOH and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 4.1.2.10** Patrollers shall provide minor vehicle repairs, such as: air for tires; tire and wheel changes; jump starts; extinguishment of minor fires.
- 4.1.2.11** Patrollers shall provide a maximum amount of two gallons of fuel to a motorist.

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**4.1.2.12** Patrollers shall place a towing service call for a motorist. The patroller shall contact the Vendor's Center who shall provide the contact information for the closest towing services and allow the motorist the option of selecting the towing service. If the motorist requests that the patroller select the tow service provider, the patroller must make the selection on a rotating basis, based upon the closest towing service. The patroller may stay with the motorist awaiting towing service, if requested.

**4.1.2.13** Patrollers shall provide telephone assistance to a motorist to call for assistance.

**4.1.3 Staff Dispatch Center(s):** The Vendor may choose to establish one centralized communications Center or multiple Centers to service the entire state. Center(s) shall be established, managed and staffed to allow statewide communications 16/7, 365/366. All notifications from patrollers shall be handled through the Center(s). The Center(s) shall provide the following:

**4.1.3.1** The Center(s) shall have dedicated, experienced staffing and telecommunications and GPS infrastructure to adequately communicate, monitor and dispatch all patrol units statewide. The Center(s) must be able to communicate with the Vendor's supervisory staff, the TMC and statewide law enforcement agencies and 911 Emergency Centers.

**4.1.3.2** The Center(s) staff and all patrollers shall receive training and orientation in each category listed below, prior to being placed on active duty under this contract. All training shall be provided at no cost to the agency or the employee receiving the training.

- American Red Cross and/or American Heart Association certification in CPR and First Aid
- Hospitality and Customer Service
- WVDT Training
- Minor auto mechanics and repair per Section 4.1.2.10 of the contract specifications
- Defensive Driving Classes
- Freeway incident management training
- Identification/reporting requirements, i.e. chemicals spills

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- Proper two-way radio, cellular device communications and GPS tracking
- Homeland Security training
- Amber Alert Program training

**4.1.3.3** The successful vendor shall prepare and submit, prior to award of the contract, the Vendor's proposed training plan and provide names of the training facilities/organizations along with names of the instructors for each of the training subjects/skills. The expenses associated with this training and orientation are not reimbursable under this contract.

**4.1.4 Vehicle Fleet:**

**4.1.4.1** The WVDOH shall purchase the Fleet required in the performance of the Program. The Fleet shall be 36 vehicles:

- 33 full-size, half-ton, 2-wheel drive pickup trucks
- 3 full-size, half-ton, 4-wheel drive pickup trucks

26 trucks shall be on patrol and four trucks shall be on-hand as spare. Six trucks shall be assigned for staffing/direct supervision and management of the Program. In no event shall the Fleet vehicles be used by the Vendor for any purpose not related this contract. In no event shall the Vendor use the Fleet vehicles for commuting purposes.

The WVDOH will lease the vehicles to the successful Vendor per Information Attachment Form C, Courtesy Patrol Vehicles Lease Agreement.

**4.1.4.2** The Fleet shall be white, current model year or newer trucks with standardized Program reflective logos, WVDT logos and the Vendor's toll-free Program telephone number decals. All logos and decals will be provided by the State and the successful Vendor shall install.

**4.1.4.3** Fuel for the Fleet, including fuel used to provide to a stranded motorist, will be provided by the WVDOH through the issuance of commercial fuel cards. These commercial fuel cards will be issued to the Program by the WVDOH.

The WVDOH shall monitor and review fuel consumption, selection and pricing and shall provide feedback/direction to the

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Vendor regarding fuel. Questionable, unacceptable or unsupported fuel purchases and consumption shall be reason to reduce the Vendor's monthly invoice amount.

**4.1.4.4** At the expense of the successful Vendor, each Fleet vehicle shall be stocked and maintained on a continual basis with the following standard equipment and supplies:

- Cellular telephone – one per truck
- Hands-free cellular telephone capability
- Bluetooth
- GPS unit – one per truck
- Mounted truck-bed metal type tool box – one per truck
- 5 lb. Fire Extinguisher – two per truck
- 22 in. Safety Cones with reflective stripes – ten per truck
- Spike-less Safety Flares – 23 per truck
- 12 pc. Standard Tool Kit for minor auto repairs – one per truck
- 12 pc. Metric Mechanic Tool Kit – one per truck
- Portable Air Tank – one per truck
- Vehicle Jack with 4-way Lug Wrench – one per truck
- Shovel – one per truck
- 20 ft., 8-gauge Jump-Start Cables – one per truck
- D-Cell Flashlight – one per truck
- Mag. Light Flashlight – one per truck
- Ten-person Standard First Aid Kit – two per truck
- Blankets – two per truck
- 2.5-gallon container of water – one per truck
- 2.5 safety type gasoline container – one per truck

**4.1.4.5** The WVDOH shall provide and install the following:

- Two-way mobile radios and antenna on each patrol truck which will allow the patrollers communication capabilities with the WVDOH facilities.
- Cab-mounted emergency bar light and the required hardware for each patrol truck. The type of bar light shall be at the discretion of the WVDOH.

**4.1.4.6** All vehicles shall be considered the Vendor's leased property for the term of the contract. The Vendor shall maintain all vehicles in a safe operating condition including minor repairs and scheduled preventive maintenance. All vehicles shall continually remain in compliance with all applicable WV motor vehicle laws and

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regulations. Vendor shall provide vehicle service records to the WVDOH upon request.

4.1.4.7 The State will be responsible for providing the motor vehicle insurance coverage for the Fleet through BRIM. Any vehicle claims will be the responsibility of the WVDOH.

4.1.4.8 The Vendor shall not modify the vehicle as to ensure that all vehicle manufacturer's standard warranty remain in effect.

4.1.4.9 A Fleet vehicle which is no longer acceptable, per Section 4.1.4.10 of the contract specifications for an approved contract renewal period or at the expiration of the contract, will be returned to the WVDOH who will dispose of the Fleet vehicle(s) according to State laws and regulations.

4.1.4.10 A Fleet vehicle meeting will be considered as eligible for retirement/replacement at the sole discretion and the responsibility of the WVDOH.

4.1.4.11 There shall be no use of tobacco products in Fleet vehicles. This includes smoke-less tobacco, cigarette, pipe or vaping devices.

**4.1.5 Various Additional Vendor Requirements:**

4.1.5.1 Prior to each patroller's employment and periodically, no more than every 180 days, verification from the DMV that each patroller has a valid West Virginia vehicle operator's license.

4.1.5.2 Prior to each patroller's employment, obtain a complete, accurate and current background investigation from the WVDMAPS.

4.1.5.3 Uniforms – standardized colors and styles, which clearly identify the Program with shoulder mounted Program logos. Photo identification badges for all patrollers shall be obtained through the DMV.

4.1.5.4 Install all patrol trucks with logos and decals, which have been provided to the Vendor from the WVDOH and other State agencies, in a standardized format. The WVDOH shall advise the awarded vendor as to the installation specifications.

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**4.1.5.5** Establish and maintain a records retention system and extensive database system capable of collecting and archiving detail data associated with the operation, responsibilities and accomplishments of the Program. Information Attachment Form D, Guideline for Courtesy Patrol Statistics, should be completed and submitted each month with the monthly invoice. The WVDOH shall have the right to request this information at any time that it is deemed necessary during the life of the contract.

**4.1.5.6** All audits and reviews, financial and otherwise related to the Program during the period of this contract and any subsequent renewals, shall be provided to the WVDOH.

**4.1.6 Various Additional WVDOH Responsibilities:**

**4.1.6.1** The WVDOH shall provide safety vests, in various sizes, to provide patrollers a new vest two times during a calendar year.

**4.1.6.2** The WVDOH shall provide State of WV Highway Maps for the patrollers to provide to the motorists. The Vendor may contact the local WVDOH District Office for Maps.

**4.1.6.3** The WVDOH shall provide a "business card" which shall be given to the motorist providing details of the Program and soliciting feedback from the motorist.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide the Agency with a statewide Program as defined in this document. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total (12 months) cost as shown on the Pricing Page.

**5.2 Pricing Pages:** Vendor shall complete the Pricing Page, Exhibit A by providing the monthly cost to operate the statewide Program which shall include all components identified in Sections 4.1 of the contract specifications.

On Pricing Page, Exhibit A, the Vendor shall multiple their monthly cost by 12 to extend the pricing for an Annual Cost.

Additionally, on Pricing Page, Exhibit A, the Vendor shall provide a statewide hourly rate by dividing their Annual Cost by 5,840 hours (equal to 16-hour days, 365 days per year). Per Section 6.3, Reimbursement, of the contract specifications,

REQUEST FOR QUOTATION  
CRFQ DOT180000057 - Statewide Courtesy Patrol Program

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the Vendor shall use this established hourly rate for calculation of reductions for any missed shift.

Vendor should complete Pricing Page, Exhibit A in full as failure to complete Pricing Page, Exhibit A in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov.

**6. ORDERING, ACKNOWLEDGEMENT AND PAYMENT:**

**6.1 Ordering:** The successful Vendor shall have all requirements in place and ready to operate the Program at 100% on all designated interstate and APD routes within ten weeks of the award date of the contract.

**6.2 Payment:** Agency shall pay as shown on Pricing Pages, Exhibit A, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor is not required to accept the State of West Virginia's Purchasing Card for payment of orders under this Contract; however, the WVDOH strongly encourages the use of Purchasing Card acceptance by the awarded Vendor.

Payment shall be made in arrears; payment in advance of services is not permitted.

**6.3 Reimbursement:** Any route segment not receiving the full shift coverage must be reported to the WVDOH and the Vendor shall deduct the hours of non-coverage. The Vendor shall provide the non-coverage hours with their monthly invoice. The Vendor shall complete Information Attachment Form E, Missed Shift Patrol Report and submit, one month in arrears, with each monthly invoice. Each invoice is to be adjusted for the missed shifts of the previous month. Example: the January 2018 invoice would include the December 2017 Missed Shift Report and the January 2018 invoice total should be reduced by the total invoice reduction amount of the December 2017 Missed Shift Report. The total invoice reduction amount shall be a single line item on the monthly invoice.

Additionally, the WVDOH shall monitor and review fuel consumption, selection and pricing and shall provide feedback/direction to the Vendor regarding fuel. Questionable, unacceptable or unsupported fuel purchases and consumption shall be reason to reduce the Vendor's monthly invoice.

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CRFQ DOT180000057 - Statewide Courtesy Patrol Program

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7. **TRAVEL:** There shall be no separate mileage and travel costs associated with the performance of this Contract other than what is included in the costs of the Program as what is identified in the contract specifications.
  
8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. If access cards and/or keys are required:
  - 8.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 8.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 8.3 Vendor shall notify Agency immediately of any lost, stolen or missing card or key.
  - 8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 8.5 Vendor shall inform all staff of Agency's security protocol and procedures.
  
9. **DELIVERY TIME:** The successful Vendor shall have all requirements in place and ready to operate the Program at 100% on all designated interstate and APD routes within ten weeks of the award date of the contract.
  
10. **VENDOR DEFAULT:**
  - 10.1 The following shall be considered a vendor default under this Contract.
    - 10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
    - 10.1.2 Failure to comply with other specifications and requirements contained herein.
    - 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
    - 10.1.4 Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION  
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**10.2** The following remedies shall be available to Agency upon default.

**10.2.1** Immediate cancellation of the Contract.

**10.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Arnold Jarrell  
**Telephone Numbers:** 888-832-6732 ex. 113  
**Fax Number:** 304-925-4700  
**Email Address:** ajarrell@securityamerica.com

**Statewide Courtesy Patrol Program  
INFORMATION ATTACHMENT FORM A**

**Vendor's Program Experience**

**Vendor must have been in business a minimum of five years and shall have managed at least one similar statewide or federal program. This is for informational purposes to support that the Vendor is capable of managing the Program. Please reference Section 3.1 of the contract specifications.**

**Vendor shall provide the following:**

<b>Business Name</b>	Chesapeake Energy
<b>Address</b>	179 Chesapeake Drive, Jane Lew, WV 26378
<b>Contact Name</b>	Nate Stone Aaron Nutt
<b>Phone Number</b>	304-517-1416 304-517-1416
<b>Email Address</b>	nate.stone@chk.com aaron.nutt@chk.com
<b>Dates</b>	10/1/2011
<b>Dollar Value</b>	\$288,375.43

Security America has been operating for 36 years. Our company has been working in West Virginia during that time dispatching security manpower and patrolling our client's locations. Security America prides ourselves in providing a professional, quality service which we will continue with the Courtesy Patrol Division.

Security America has been awarded multiple awards over our 36 year history because of our quality supervisors, thorough training, and comprehensive recruitment process. This is how we keep our service level above our competitors and create "win-win" relationships with our clients. Security America tends to pay our employees a better wage and offer more incentives than our competitors which leads to less turnover.

We appreciate the opportunity to participate in the Courtesy Patrol bid and believe bringing a security company on board is a way to enhance this program.

**Statewide Courtesy Patrol Program  
INFORMATION ATTACHMENT FORM B**

**West Virginia Routes Covered**

		Patrol Trucks Required
Location	Interstate Routes	
I-64	From the WV/Kentucky State Line in Wayne County to Charleston in Kanawha County	2
I-64	From the junction of I-77/I-64 in Raleigh County to the WV/Virginia State Line in Greenbrier County	2
I-68	From the WV/Maryland State Line in Preston County to the junction of I-79/I-68 in Monongalia County	1
I-70	From the WV/Ohio State Line in Ohio County to the WV/Pennsylvania State Line in Ohio County	0.5
I-470	From the WV/Ohio State Line in Ohio County to the junction of I-70 in Ohio County	0.5
I-77	From the WV/Ohio State Line in Wood County to the WV Parkways entrance in Charleston in Kanawha County	3
I-77	From Princeton in Mercer County to the WV/Virginia State Line in Mercer County	1
I-79	From the WV/Pennsylvania State Line in Monongalia County to Charleston in Kanawha County	5
I-81	From the WV/Maryland State Line in Berkeley County to the WV/Virginia State Line in Berkeley County	1
	Interstate Spare Patrol Trucks	2
Corridors	APD Route	
D - US 50	From DuPont Road, Wood County to the junction of I-79/US 50 in Harrison County	2
G - US 119	From the WV/Kentucky State Line in Mingo County to the junction of US 119/WV 61 in Kanawha County	3
H - US 33	From the junction of I-79/US 33 in Lewis County to Kerens Road in Randolph County and from Moorefield in Hardy County to the junction of US 33 and WV 55 near Petersburg in Grant County	2
L - US 19	From the junction of I-77/US 19 in Raleigh County to the junction of I-79/US 19 in Braxton County	2
Q - US 460	From the WV/Virginia State Line in Bluefield in Mercer County to the WV/Virginia State Line	1
	APD Spare Patrol Trucks	2
<b>Total Trucks Required to administer the Program</b>		<b>36</b>

Statewide Courtesy Patrol Program  
INFORMATION ATTACHMENT FORM C  
Courtesy Patrol Vehicles Lease Agreement

**THIS AGREEMENT**, executed in duplicate, made and entered into this 20th day of March, 2018, by and between the West Virginia Department of Transportation, Division of Highways, herein referred to as "LESSOR," and

Security America, Inc.

Address:

3412 Chesterfield Ave.

Charleston, West Virginia 25304

hereinafter referred to as "LESSEE,"

**WITNESSETH** that,

**WHEREAS**, the primary purpose of the Courtesy Patrol Program, hereinafter referred to as "Program," is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's routes; and

**WHEREAS**, the Program operates on all West Virginia Interstate and Appalachian Corridor routes, with the exception of that portion of Interstate 77 managed and maintained by the West Virginia Parkway Authority; and

**WHEREAS**, the West Virginia Purchasing Division has solicited bids on behalf of LESSOR for the operation of the statewide Program; and

**WHEREAS**, the above-mentioned LESSEE is the successful bidder to provide all applicable services under the Program; and

**WHEREAS**, the LESSOR believes that the continued operation of the Program is in the public interest;

**NOW, THEREFORE**, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

1. **PROGRAM VEHICLES**: LESSOR shall be responsible for the purchase of the fleet vehicles required in the performance of the Program, hereinafter called "Program Fleet." The required vehicle fleet shall be thirty-six (36) full sized, half-ton, regular cab pickup

trucks. Three (3) of the pickup trucks will be four-wheel drive; all other vehicles will be two-wheel drive.

2. LEASE OF VEHICLES: LESSOR shall lease the entire Program Fleet to LESSEE for the amount of \_\_\_\_\_ U.S. dollars. The payment of this sum shall satisfy LESSEE's payment obligations for the whole life of this Lease Agreement.
3. VEHICLE OWNERSHIP: This Lease Agreement is a *lease* only, and LESSEE shall have no right, title or interest in or to the vehicles provided to it by LESSOR except for the use of the vehicles as described in this Lease Agreement or by the incorporated documents referenced herein. LESSOR shall at all times maintain full title and ownership of all vehicles considered under this Lease Agreement. LESSEE agrees to keep all vehicles in the Program Fleet free from any liens, charges or encumbrances.
4. REGISTRATION, PLATES, ET CETERA: Each vehicle in the Program Fleet shall be titled, registered and licensed in the name of the LESSOR. LESSOR shall acquire and install all necessary license plates.
5. VEHICLE USE: LESSEE agrees to allow only duly authorized, licensed and insured drivers to use and operate Program Fleet vehicles. LESSEE agrees to comply with and cause its drivers to comply with all laws, statutes, rules, regulations and insurance policies affecting or covering the Program Fleet or their use or operation. LESSEE further agrees to operate vehicles in the Program Fleet in accordance with the Program's Contract Specifications and related documents specifically incorporated into this Lease Agreement. Program Fleet vehicles provided to LESSEE in accordance with this Lease Agreement shall be under the exclusive possession, control and use of LESSEE.
6. MAINTENANCE: All Program Fleet shall at all times be maintained by LESSEE in a safe operating condition and in compliance with applicable West Virginia motor vehicle laws and regulations. LESSOR shall provide LESSEE with Fuel and standardized Program reflective logos and decals. All logos and decals shall remain on all Program Fleet vehicles and shall be installed by the LESSEE.
7. INSURANCE: LESSEE shall maintain at least the minimum automobile insurance policy coverage required by applicable West Virginia law and regulations. Such insurance shall additionally insure LESSOR against any damage, claim, suit, action or liability relating to the operation of Program Fleet vehicles by LESSEE.
8. RISK OF LOSS: LESSEE assumes and agrees to bear the entire risk of loss of, theft of or damage or destruction to any vehicles in the Program Fleet while under its control or operation. Reasonable wear and tear is expected and shall not constitute damage or destruction under this section.
9. INDEMNITY: LESSEE shall indemnify and hold LESSOR harmless from and against any and all loss, damage, liability and from all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be

sustained, by any person or persons including employees of LESSOR, and from and against any and all damages to property arising out of the Program, except if any such claim or liability results from

- A. the sole negligence of LESSOR; or
- B. the willful or intentional unlawful acts of LESSOR.

10. CHOICE OF LAW: This Lease Agreement is entered under and shall be construed in accordance with the laws of the State of West Virginia.
11. FORUM SELECTION: Any disputes arising under or in connection with this Lease Agreement or related to any matter which is the subject of this Lease Agreement shall be subject to the exclusive jurisdiction of the Circuit Court of Kanawha County, West Virginia.
12. DISCLAIMER OF WARRANTIES:
  - A. LESSEE'S ACCEPTANCE OF DELIVERY OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLES IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE' PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
  - B. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. ALL VEHICLES ARE LEASED "AS IS." AND "WITH ALL FAULTS."
  - C. LESSOR shall not be liable to LESSEE for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Program Fleet vehicle or any inadequacy of any such vehicle for any purpose or any defect (latent or patent).
13. INCORPORATION OF CONTRACT DOCUMENTS: All bid documents, including but not limited to the Solicitation and the written Contract, applicable to the Courtesy Patrol Program are incorporated by reference in this Lease Agreement. LESSEE agrees to abide by all Program terms and conditions outlined in the Solicitation specifications and the written Contract, which include added requirements for the proper use and maintenance of the Program Fleet vehicles not specifically enumerated in this Lease Agreement.
14. TERM LIFE OF AGREEMENT: This Lease Agreement is effective upon full execution by both the LESSOR and LESSEE and the lease terms shall coincide and be governed by the Program's written Contract documents. This Agreement shall be binding upon the successors and assigns of each party hereto.

15. **MERGER:** This Lease Agreement, in addition to those documents specifically incorporated herein, constitutes the entire agreement between the parties regarding the lease of LESSOR's vehicles to LESSEE for the operation of the Courtesy Patrol Program.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective names to be signed by the duly authorized officers.

**ATTEST:**

**WEST VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS**

\_\_\_\_\_  
*(signature)*  
By: \_\_\_\_\_  
Executive Secretary

\_\_\_\_\_  
*(signature)*  
By: Thomas J. Smith, P.E.  
Secretary of Transportation/  
Commissioner of Highways

**ATTEST:**

**LESSEE:**

\_\_\_\_\_  
*(signature)*  
By: \_\_\_\_\_  
*(printed name)*  
Title: \_\_\_\_\_

*Chris Signorelli*  
\_\_\_\_\_  
*(signature)*  
By: Chris Signorelli  
*(printed name)*  
Its: \_\_\_\_\_  
Director

(To be executed in duplicate.)





**WVDOH District Headquarters**

***DISTRICT ONE***

1340 Smith Street  
Charleston, WV 25301  
304-558-3001

***DISTRICT TWO***

801 Madison Avenue  
Huntington, WV 25712  
304-528-5600

***DISTRICT THREE***

624 Depot Street  
Parkersburg, WV 26101  
304-420-4595

***DISTRICT FOUR***

2460 Murphy's Run Road  
Bridgeport, WV 26330  
304-842-1500

***DISTRICT FIVE***

US 50 - Post Office Box 99  
Burlington, WV 26710  
304-289-3521

***DISTRICT SIX***

1 DOT Drive  
Moundsville, WV 26041  
304-843-4000

***DISTRICT SEVEN***

Post Office Box 1228/255 Depot Street  
Weston, WV 26452-1228  
304-269-0400

***DISTRICT EIGHT***

52 DOH Drive  
Elkins, WV 26241  
304-637-0220

***DISTRICT NINE***

146 Stonehouse Road  
Lewisburg, WV 24901  
304-647-7450

***DISTRICT TEN***

270 Hardwood Lane  
Princeton, WV 24740  
304-487-5228

## Statewide Courtesy Patrol Program

### Pricing Page, Exhibit A

<b>Monthly Cost</b>	<b>Number of Months</b>	<b>Extended Annual Cost</b>
\$299,970.94	12	\$3,599,651.33

Vendor's monthly cost shall be multiplied by 12 to arrive at the Extended Annual Cost.

<b>Extended Annual Cost</b>	<b>Number of Hours</b>	<b>Hourly Rate</b>
\$3,599,651.33	5840	\$616.37

Vendor's Extended Annual Cost shall be divided by 5840 hours to arrive at the Hourly Rate.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Security America, Inc.

Authorized Signature: *Chris Signorelli* Date: March 20, 2018

State of West Virginia

County of Boone, to-wit:

Taken, subscribed, and sworn to before me this 20 day of March, 2018.

My Commission expires October 27th, 2020.



NOTARY PUBLIC *Teresa A. Jarrell*

# 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 Vendor Preference, if applicable.

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is an individual resident vendor and has resided continuously in West Virginia, 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**,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:**  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4.  **Application is made for 5% 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% 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% 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.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

**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: Chris Signorelli

Signed: 

Date: February 23, 2018

Title: Director

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

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

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

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

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

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

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Security America, Inc. Address: 3412 Chesterfield Ave. Charleston, WV 25304

Authorized Agent: Mark A. Atkins

Address: 2019 Washington St. E Charleston WV 25305

Contract Number: CRFQ 0803 DOT1800000057

Contract Description: State Courtesy Patrol

Governmental agency awarding contract: Purchasing Division

Check here if this is a Supplemental Disclosure

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

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

T. William Signorelli, President/Owner

Signature: T. William Signorelli, Date Signed: 3/20/18

**Notary Verification**

State of West Virginia, County of Boone

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

Taken, sworn to and subscribed before me this 20th day of March, 2018

Teresa A Jarrell  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_