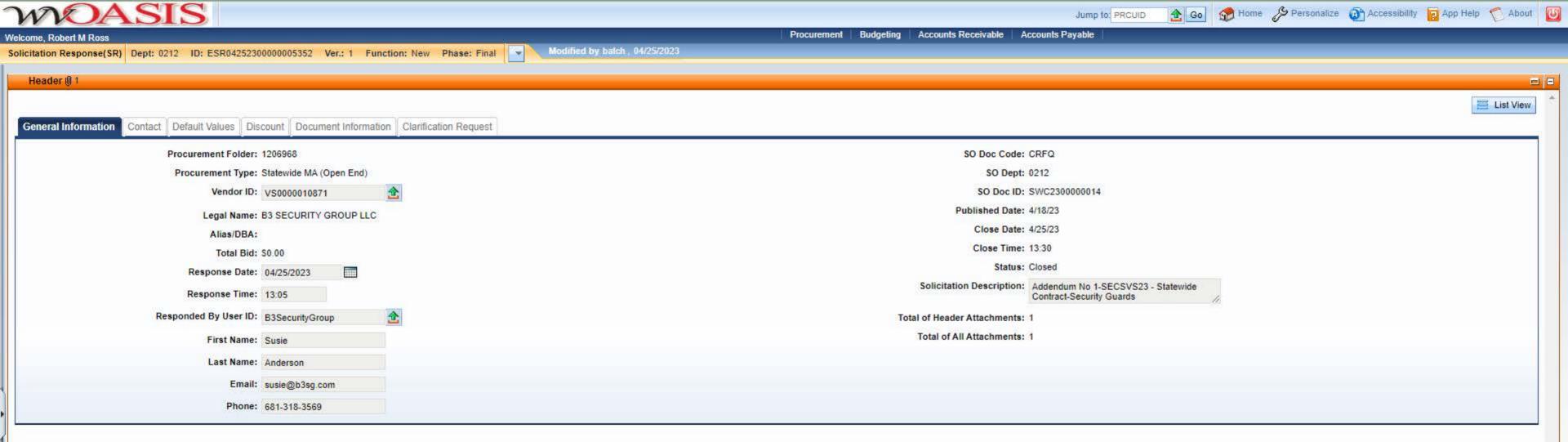
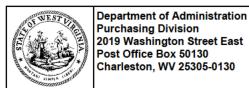


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





State of West Virginia Solicitation Response

Proc Folder: 1206968

Solicitation Description: Addendum No 1-SECSVS23 - Statewide Contract-Security Guards

Proc Type: Statewide MA (Open End)

 Solicitation Closes
 Solicitation Response
 Version

 2023-04-25 13:30
 SR 0212 ESR04252300000005352
 1

VENDOR

VS0000010871

B3 SECURITY GROUP LLC

Solicitation Number: CRFQ 0212 SWC2300000014

Total Bid: 0 Response Date: 2023-04-25 Response Time: 13:05:09

Comments:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor Signature X

FEIN# DATE

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

Date Printed: Apr 25, 2023 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Region 1 - Limited Assignment Personnel	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 1 - Limited Assignment Personnel

*Note: Vendor shall complete Exhibit_A Pricing Page(s) for all bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Region 1 - Probationary Guard I	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 1 - Probationary Guard I

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Region 1 - Security Guard II	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 1 - Security Guard II

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Region 1 - Security Guard III - Shift Supevisor	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 1 - Security Guard III - Shift Supevisor

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Region 1 - Sergeant	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Date Printed: Apr 25, 2023 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

Extended Description:

Region 1 - Sergeant

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Region 1 - Lieutenant	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 1 - Lieutenant

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Region 2 - Limited Assignment Personnel	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 2 - Limited Assignment Personnel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Region 2 - Probationary Guard I	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

Extended Description:

Region 2 - Probationary Guard I

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Region 2 - Security Guard II	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 2 - Security Guard II

L	.ine	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	0	Region 2 - Security Guard III - Shift Supevisor	0.00000	HOUR	15.750000	0.00

	Comm Code	Manufacturer	Specification	Model #
9	92121504			

 Date Printed:
 Apr 25, 2023
 Page: 3
 FORM ID: WV-PRC-SR-001 2020/05

Extended Description:

Region 2 - Security Guard III - Shift Supevisor

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Region 2 - Sergeant	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 2 - Sergeant

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Region 2 - Lieutenant	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 2 - Lieutenant

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Region 3 - Limited Assignment Personnel	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 3 - Limited Assignment Personnel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Region 3- Probationary Guard I	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 3 - Probationary Guard I

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Region 3 - Security Guard II	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Date Printed: Apr 25, 2023 Page: 4 FORM ID: WV-PRC-SR-001 2020/05

Extended Description:

Region 3 - Security Guard II

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Region 3 - Security Guard III - Shift Supervisor	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 3 - Security Guard II

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Region 3 - Sergeant	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 3 - Sergeant

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Region 3 - Lieutenant	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 3 - Lieutenant

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Region 4 - Limited Assignment Personnel	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 4 - Limited Assignment Personnel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Region 4- Probationary Guard I	0.00000	HOUR	15.750000	0.00

	Comm Code	Manufacturer	Specification	Model #
9	92121504			

Date Printed: Apr 25, 2023 Page: 5 FORM ID: WV-PRC-SR-001 2020/05

Extended Description:

Region 4 - Probationary Guard I

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Region 4 - Security Guard II	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 4 - Security Guard II

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Region 4 - Security Guard III - Shift	0.00000	HOUR	15.750000	0.00
	Supervisor				

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 4 - Security Guard II

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Region 4 - Sergeant	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 4 - Sergeant

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Region 4 - Lieutenant	0.00000	HOUR	15.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
92121504				

Commodity Line Comments:

Extended Description:

Region 4 - Lieutenant

 Date Printed:
 Apr 25, 2023
 Page: 6
 FORM ID: WV-PRC-SR-001 2020/05

B3 SECURITY GROUP

PO Box 1507 Lewisburg, WV 24901 (681)318-3569



Legal Name: B3 Security Group Established in: January of 2015

Email: Roger@b3sg.com Phone: 681-318-3569

Fax: 888-321-0041

24 Hour Phone: 681-318-3569

FEIN: 47-4819983

Employees: Around 120

Hours of Operation: Monday-Friday 8:00am-4:00pm

B3 SECURITY GROUP

PO Box 1507 Lewisburg, WV 24901 (681)318-3569



Company Profile

B3 Security Group, LLC was founded, and licensed in the State of West Virginia in 2015. After two decades in the law enforcement industry, Roger D. Baker, recognized the need for a security company. That provided effective security solutions, and not just security officers.

It's an unfortunate reality that in today's unpredictable world, companies and their assets may become targets of threats. In these situations, B3 Security Group's security solutions can affectively provide the protection and services you need.

One thing we fully understand at B3 Security Group is offering clients a "one size fits all" security approach could be harmful to a client's staff and employees. Our President and top-level managers understand the importance of working closely with our clients to obtain a clear understanding of their specific needs, together building a security solution and a team that not only meets those needs but anticipates issues.

B3 Security also believes in providing our clients with an ease of mind that all details are being attended to by currently utilizing an online officer report site that allows us to send all reports and daily logs strictly to their emails.

We are innovated, aggressive in our attempts to obtain the goals we have defined, always seeking further knowledge, and always up for a challenge.

With approximately 120 security officers, we currently service Greenbrier County schools in the state of West Virginia. We have previously served a total of 21 schools which also included both a technical school and an alternative school. These services include all extra-curricular activities and ball games with the largest being a televised ESPN rivalry game.

B3 Security prides itself in being able to provide a vast array of security services in multiple environments such as, but certainly not limited to, county court houses, private residential communities: coal production facilities, the State Fair of West Virginia, festivals, concerts, onsite security for Snowshoe Ski Resort, sporting events (both local and professional), security for CBS corporation, political event security, as well as close personal protection for Jim Justice

(current Governor of West Virginia). We are proud to announce within the past eight years the only change we have had is the consistent growth of our firm.

Mission

B3 Security Group, LLC is honored to submit this proposal for services to support the State of West Virginia in providing unarmed uniformed security officer services. B3 Security Group understands and acknowledges the services to be provided for various buildings and grounds throughout West Virginia. B3 Security Group will meet all requirements to help keep the State of West Virginia safe by enforcing the highest levels of performance. If awarded, B3 Security will assist the administration in maintaining a proactive and professional posture towards safe and secure establishments.

B3 Security understands the objective of services will be to supply the State of West Virginia security officers as per the terms and conditions specified in the bid document (RFP). B3 Security Group will always maintain open lines of communication with all personnel. We also acknowledge that the service requirements vary by location and may require coverage for 24 hours per day, 365 days per year. B3 Security must provide security guard coverage for any given number of unplanned, special events.

General Requirements

B3 Security understands that a failure to perform and fulfill all the undertakings, covenants, terms, conditions, specifications and agreements outlined in the RFP and/or any negotiated contract(s), upon award, may result in cancellation of the award and contract. B3 Security Group and its personnel will coordinate and deliver all specifications and services described.

We acknowledge that all security employees assigned to the State of West Virginia will always maintain and enforce the highest standards of performance and professionalism and will agree to abide by all site rules, policies, and procedures. B3 Security Group will make every effort to determine the specific needs and the sensitivities involved in their association, along with actively supporting this contract with value enhancements. B3 Security has not had any outstanding legal actions or potential claims held or filed against us, nor any judgements.

Requirements

To meet the minimum qualifications for performing under this contract Vendor's employees must:

- Be 18 years of age or older.
- Have a high school diploma or equivalent written examination.
- Have a valid motor vehicle operator's license.
- Pass a background check.
- Pass a physical examination and drug test.

- Pass a physical fitness test.
- Complete the required training.
- Pass a written, validated examination developed by B3 Security Group that is indicative
 of the candidate's ability to understand and perform the duties to be assigned.

Dress and Appearance Standards

B3 Security Group uniforms consist of our standard maroon and/or orange B3 Security polos which are made with materials that provide a freedom in the extremities in case a situation arises where our guards must be able to function with no restrictions in their range of motion. The work pants required to be worn by our security guards are dark or grey colored pants that are made in a style that is similar in style to BDU/Tactical pants commonly seen used by the U.S. Military.

All employees must report to work looking professional and with well-kept hygiene. All men and women must have their hair/facial hair groomed and kept up in a manageable fashion so that it may not cover their eyes or get in the way of their work.

B3 Security Group will make any additions, changes, or corrections that are requested by the State of West Virginia.

Training

Our team possesses the knowledge and experience to intelligently plan, install, and support security solutions. This experience comes from working closely with institutions and

administrators on a state, regional, and local basis. Our solutions employ intrusion detection, access control, fire, and personal safety, along with management tools that enhance security operations. Whether it is deterring theft, vandalism, or ensuring higher levels of personal and public safety, B3 is trained to help provide a safe and secure environment for all clients.

B3 Security Group ensures that all our employees also complete a comprehensive training schedule. Those trainings include:

- Crime Scene Preservation and Protocol -All officers will be trained by a retired detective who has dealt with everything from crimes against children to murders.
- Self Defense and Restraint Control
- Tourniquet Training all officers will be trained on proper procedure for applying a tourniquet in emergency situations.



- Defensive Handgun
- CPR and First Aid Certified
- Hands on Field Training
- Situational Awareness / Conflict Resolution
 - Being constantly aware of your surroundings
 - Risk assessment and planning
 - Knowing the importance of active listening
 - o Post conflict management
 - o Knowing how to avoid or resolve situations with minimal disruption.
 - Practicing de-escalation techniques
 - The Four D's: Deter, Detect, Deny, and Defend.
 - Understanding survival response options
 - o Understanding adrenaline how the mind and body reacts
 - o Hands on field training
 - o Full time employees receive an annual refresher
 - o Training provided by World-Renowned Security Expert, Pat Goodale
- Active Shooter Drill
 - Security Officers are actively involved in active shooter drills to enhance the preparedness of all staff in the event of a natural or man-made disaster
 - Security Officers provide constant radio communications regarding shooter location by sound and/or by Campus Shield alerts
 - Security Officers are responsible for campus traffic control
 - Security Officers assists in communications with Law enforcement, the Fire
 Department, Health Net and EMS so that trauma/walking wounded patients can
 successfully and quickly be treated/transported.
 - Training provided by the FBI Joint Terrorism Task Force- Bob WorkmanB3 Security Group will provide continuous and effective safety and competency training to its employees. Training shall include instruction in safe work habits and adherence to compliance with current Occupational Safety & Health Act (OSHA) requirements.

TRAINING INSTRUCTORS

Our Head Firearms Instructor: Pat Goodale





Pat Goodale, the owner, and chief instructor of PFT, is a professional firearms instructor and consultant with more than 35 years of experience.

Pat served for 22 years in the U.S. Marine Corps as an Intelligence and Special Operations Officer, and as a Weapons and Tactics Instructor. Since leaving the Marine Corps, Pat has worked extensively in the tactical training, security, and personal protection fields for several international companies. His experience as an instructor covers the entire spectrum of modern small arms. He has developed programs of instruction, courses of fire, scenarios and training programs for Law Enforcement and Special Operations Forces and provided training and direct operational support for Law Enforcement, Military and Intelligence units, Foreign Governments, Heads of State, and Private Corporate clients. Pat conducts a variety of citizen, law enforcement, and military firearms training programs at various locations nationwide, and serves as a consultant specializing in executive, corporate security, and risk assessment.

Professional credentials and associations include membership in:

- National Tactical Officers Association (NTOA)
- International Association of Counter-Terrorism and Security Professionals (IACSP)
- Police Marksman Association (PMA)
- ➤ International Association of Law Enforcement Firearms Instructors (IALEFI) In addition, Goodale is a:
 - Certified state instructor, and state-registered Personal Protection Specialist
 - State of West Virginia Certified Law Enforcement Instructor
 - USMC Weapons and Tactics Instructor
 - NRA and Advanced Law Enforcement Instructor
 - Certified Instructor, Sandia National Laboratories Risk Assessment Methods

You can read more about Mr. Goodale and his service by going to www.pgpft.com.

In addition to Mr. Goodale, B3 Security group also utilizes the expertise of Mr. Bart Baker.



Mr. Baker is a Senior Instructor with Professional Firearms Training (PFT) since 2007. Serving 8 years active duty in the U.S. Air Force Security Police and with over 13 years' experience with the Greenbrier County Sheriff's Department, also being a member of the SWAT Team for 11 of those, Bart is well versed in proper and current firearms techniques and is an asset to B3 Security.

Additionally, Baker is a:

State of West Virginia Certified Law
 Enforcement Instructor in handgun, rifle,
 shotgun, response to domestic violence, and

SWAT tactics

- Taser Instructor
- National Tactical Officers Association (NTOA) and Combined Tactical Systems (CTS)
 Certified Less Lethal Instructor
- Glock Armorer
- NRA Pistol Instructor

Our Head Defensive Tactics Instructor: Alexander Workman



Mr. Workman is a certified instructor from world renowned black belts Saulo and Xande Ribeiro from the Ribeiro Jiu Jitsu Association and currently holds the rank of purple belt. Alex operates an affiliate school of the Ribeiro Jiu Jitsu Association in Lewisburg and has been teaching in the Greenbrier Valley since 2016. He is a Deputy Sheriff with the Greenbrier County Sheriff's

Department and has been a WV Certified Police Officer since 2011. His profession as a law enforcement officer has given him a great deal of experience in applying Jiu Jitsu in real life self-defense scenarios.

The art of Brazilian Jiu Jitsu is a grappling martial art the focuses on controlling your opponent with leverage and technique as opposed to strength and athleticism. The art is all about taking control of resisting opponents in ways that will force them to submit. Control of a fight is generally easier on the ground than in a standing position so much of the technique is centered around bringing the altercation to the ground. This makes it easier to perform dominant control positions. The opponent can then be rendered harmless and controlled without injury to either party. This makes Brazilian Jiu Jitsu techniques and methods perfect for law enforcement and security personnel.

B3 Security Group will have all personnel undergo a physical examination, drug test, and physical fitness test before placing any guard on assignment. B3 Security will also train and certify all guards in any and all training requested by the State of West Virginia, as described in the RFP. B3 Security Group will also abide by all training modules and any additional training, that may go along with the modules.

Non-Discrimination

B3 Security Group, LLC does not discriminate based on race, color, national origin, sex or disability. B3 Security Group, LLC does not discriminate in admission to its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The program also does not discriminate in its enrollment or classroom practices. In adhering to this policy, this program abides by the Federal Civil Rights Act, 42 U.S.C. 2000e, the requirements of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and other applicable statutes and regulations relating to equality and opportunity. B3 Security Group, LLC is an equal opportunity employer. Accommodations are available upon request to those with documented disabilities. To request disability accommodations, please contact our office to discuss their individual needs for accommodations.

References

 Region 1: Toughman Contest Clarksburg WV 26301 Jerry Thomas 304-623-0832 Jerry@wvtoughman.com Region 1: Parkersburg South High School Parkersburg WV 26101 304-420-9610 Jnull@k12.wv.us

- Region 2: Trip Hamilton Lawson W. Hamilton III 304-646-2558
 Smengel@fordcoal.com LWH3@fordcoal.com
- Region 2: Charles Ryan Associates Charleston WV 25301 304-556-9108 Susan Lavenski
- Region 3: DMV
 Charlestown WV 25414
 Martinsburg WV 25401
 Angie.L.Chaney@wv.gov
- Region 3: Rockwool Charleston WV 25414
 905-691-4471
 Leslie McLaren
- Region 4: Greenbrier County Schools Greenbrier County WV 24901 304-647-6470 Vincent.deeds@k12.wv.us

Region 4: State Fair of West Virginia Lewisburg WV 24901 304-645-1090 Kellyt@statefairofwv.com

CRFQ 0212 SWC2300000014 SECSVS23

REGION I:

The Counties of Hancock, Brooke, Ohio, Marshall, Monongalia, Marion, Harrision, Doddridge, Gilmer, Pleasants, Ritchie, Calhoun, Wirt, Wood, Wetzel and Tyler

	Guard Classification	Estimated Hours*	Hourly Ra	ite	Total Amount
1	Limited Assignment Personnel	600	\$ 15.75	-	\$ 9,450.00 -
2	Probationary Guard I	20,000	\$ 15.75	-	\$315,000.00 -
3	Security Guard II	10,000	\$ 15.75	-	\$ 157,500.00 -
4	Security Guard III / Shift Supervisor	6,000	\$ 15.75	-	\$ 94,500.00 -
5	Sergeant (IV)	2,000	\$ 15.75	-	\$ 31,500.00 L
6	Lieutenant (IV)	3,000	\$ 15.75	-	\$ 47,250.00
			 TOTAL	COST:	\$655,200.00

*The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor Name: B3 Security Group LLC

Contact Name: Roger Baker

Phone: 681-318-3569

888-321-0041

roger@b3sg.com

#Years Providing Security Guards: 8 yrs

EXHIBIT_A PRICING PAGE

CRFQ 0212 SWC2300000014 SECSV 523

REGION II:

The Counties of Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane, and Jackson

	Guard Classification	Estimated Hours*	Hourly Rate	Total Amount
1	Limited Assignment Personnel	600	\$ 15.75 -	\$ 9,450.00 .
2	Probationary Guard I	25,000	\$ 15.75 -	\$393,750.00 -
3	Security Guard II	15,000	\$ 15.75	\$236,250.00
4	Security Guard III / Shift Supervisor	10,000	\$ 15.75 -	\$157,500.00
5	Sergeant (IV)	4,000	\$ 15.75 -	\$ 63,000.00_
6	Lieutenant (IV)	5,000	\$ 15.75 ₋	\$ 78,750.00
	\$938,700.00			

*The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor Name: B3 Security Group LLC

Contact Name: Roger Baker

Phone: 681-318-3569

Fax #: 888-321-0041

roger@b3sg.com

#Years Providing Security Guards: 8 yrs

CRFQ 0212 SWC2300000014 SECSVS23

REGION III:

The Counties of Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston

	Guard Classification	Estimated Hours*	Hourly Rate	Total Amount	
1	Limited Assignment Personnel	600	\$ 15.75 -	\$ 9,450.00 -	
2	Probationary Guard I	10,000	\$ 15.75	\$157,500.00 _	
3	Security Guard II	8,000	\$ 15.75 -	\$126,000.00_	
4	Security Guard III / Shift Supervisor	5,000	\$ 15.75 -	\$ 78,750.00 -	
5	Sergeant (IV)	2,000	\$ 15.75 -	\$ 31,500.00 ₋	
6	Lieutenant (IV)	3,000	\$ 15.75 -	\$ 47,250.00 -	
	TOTAL COST:				

*The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor Name: <u>B3 Security Group LLC</u>
Contact Name: <u>Roger Baker</u>

Phone: 681-318-3569
Fax#: 888-321-0041

Email: roger@b3sg.com

#Years Providing Security Guards: 8 yrs

CRFQ 0212 SWC2300000014 SECSVS23

The Counties of Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster, and Monroe

	Guard Classification	Estimated Hours*	Hourly Rate	Total Amount
1	Limited Assignment Personnel	600	\$ 15.75	\$ 9,450.00 _
2	Probationary Guard I	12,000	\$ 15.75 -	\$ 189,000.00_
3	Security Guard II	8,000	\$ 15.75	\$126,000.00
4	Security Guard III / Shift Supervisor	5,000	\$ 15.75 -	\$ 78,750.00 _
5	Sergeant (IV)	2,000	\$ 15.75 -	\$ 31,500.00
6	Lieutenant (IV)	3,000	\$ 15.75 -	\$ 47,250.00
			TOTAL COST:	\$481,950.00

*The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

B3 Security Group LLC Vendor Name: _ Roger Baker Contact Name: 681-318-3569 Phone: _ 888-321-0041 roger@b3sg.com Email:

> 8 yrs **#Years Providing Security Guards:**

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the 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, but does not include publicly traded companies listed on a national or international stock exchange.

"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 state agency prior to beginning work under a contract 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; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: <u>B3 Security Group</u>	Address: Maxwelton, WV 24957
Name of Authorized Agent: Roger Baker	Address: Maxwelton, WV 24957
	act Description: Security Guard Service
Governmental agency awarding contract: West Virginia Purch	asing Division
☐ Check here if this is a Supplemental Disclosure	
List the Names of Interested Parties to the contract which are business entity for each category below (attach additional pages in	known or reasonably anticipated by the contracting necessary):
1. Subcontractors or other entities performing work or servi	ce under the Contract
Check here if none, otherwise list entity/individual names be	elow.
 Any person or entity who owns 25% or more of contracting the Check here if none, otherwise list entity/individual names be an arranged and the services related to the negotiation or drafting of the application. 	elow. terms of, the applicable contract (excluding leg
Check here if none, otherwise list entity/individual names be	elow.
Signature: 405	Date Signed: <u>04/24/2023</u>
Notary Verification	
State of west Virginia , Coun	ty of Greenbrier
I, Sue E Anderson, the authorizabove, being duly sworn, acknowledge that the Disclosure here perjury.	
Taken, sworn to and subscribed before me this	day of <u>April</u> , 2013.
Taken, sworn to and subscribed before me this 24th	Onderson frammum
	Notary Public's Signature STATE CONTROL STAT
To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission:	My Commission Expres July 24, 2027
Governmental agency submitting Disclosure: WV Purchasing Divis	lon



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

State of West Virginia **Centralized Request for Quote Public Safety**

Proc Folder:

1206968

Doc Description: SECSVS23 - Statewide contract for Security Guard Services

Reason for Modification:

Proc Type:

Statewide MA (Open End)

Date Issued **Solicitation Closes** Solicitation No Version 2023-04-20 13:30 CRFQ 0212 SWC2300000014 2023-04-10

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: VS0000010871

Vendor Name: B3 Security Group

Address:

Street: 16110 Seneca Trail N

City: Maxwelton

State: West Virginia

Country: United States

Zip: 24957

Principal Contact: Roger Baker

Vendor Contact Phone: 681-318-3569

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

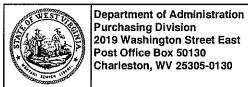
Signature X

FEIN# 47-4819983

DATE 04/24/2023

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

FORM ID: WV-PRC-CRFQ-002 2020/05 Page: 1 Date Printed: Apr 10, 2023



State of West Virginia Centralized Request for Quote Public Safety

Proc Folder:

1206968

Doc Description: Addendum No 1-SECSVS23 - Statewide Contract-Security Guards

Reason for Modification:

Addendum No 1 is issued to publish a copy of vendor's questions and answers, and to modify the bid opening date

Proc Type:
Date Issued

Statewide MA (Open End)

Solicitation Closes Solicitation No Version

2023-04-18 2023-04-25 13:30 CRFQ 0212 SWC2300000014

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: VS0000010871

Vendor Name: B3 Security Group

Address:

Street: 16110 Seneca Trail N

City: Maxwelton

State: West Virginia

Country: United States

Zip: 24957

2

Principal Contact : Roger Baker

Vendor Contact Phone: 681-318-3569

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

Signature X

FEIN# 47-4819983

Page: 1

DATE 04/24/2023

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

FORM ID: WV-PRC-CRFQ-002 2020/05



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

State of West Virginia **Centralized Request for Quote Public Safety**

Proc Folder:

1206968

Doc Description: Addendum No 1-SECSVS23 - Statewide Contract-Security Guards

Reason for Modification:

Addendum No 1 is issued to publish a copy of vendor's questions and answers, and to

modify the bid opening date

Proc Type:

Statewide MA (Open End)

Date Issued Solicitation Closes **Solicitation No**

2023-04-18 2023-04-25 13:30 CRFQ 0212 SWC2300000014 Version

2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: VS0000010871

Vendor Name: B3 Security Group

Address:

Street: 16110 Seneca Trail N

City: Maxwelton

State: West Virginia

Country: United States

Zip: 24957

Principal Contact: Roger Baker

Vendor Contact Phone: <u>681-318-3569</u>

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

Signature X

FEIN# 47-4819983

Page: 1

DATE <u>04/24/2023</u>

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

Date Printed: Apr 18, 2023

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.
- 2) To modify the bid opening date from 4/20/23 to 4/25/23.

--no other changes--

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Extended Description:

Region 1 - Limited Assignment Personnel

*Note: Vendor shall complete Exhibit_A Pricing Page(s) for all bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

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Extended Description:

Region 1 - Probationary Guard I

FORM ID: WV-PRC-CRFQ-002 2020/05

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Extended Description:

Region 1 - Security Guard II

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Comm Code	Manufacturer	Specification	Model #	
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Page: 3

Extended Description:

Date Printed: Apr 18, 2023

Region 1 - Security Guard III - Shift Supevisor

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WV

No City

US

SHIPTO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS INDICATED BY ORDER

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Extended Description:

Region 1 - Sergeant

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Extended Description:

Region 1 - Lieutenant

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Region 2 - Probationary Guard I

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Extended Description:

Region 2 - Security Guard III - Shift Supevisor

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Comm Code	Manufacturer	Specification	Model #
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Extended Description:

Region 3 - Probationary Guard I

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Extended Description:

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Region 3 - Security Guard II

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Extended Description:

Region 3 - Lieutenant

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Region 4 - Probationary Guard I

Region 4- Probationary Guard I

Manufacturer

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Extended Description:

Region 4 - Security Guard II

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92121504				

Extended Description:

Region 4 - Security Guard II

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	Technical Or	uestions due by 10:00a	m EDT:	2023-04-13				

SOLICITATION NUMBER: CRFQ SWC2300000014 Addendum Number: 1

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

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

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.
- 2) To modify the bid opening date from 4/20/23 to 4/25/23.
- -no other changes-

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ SWC23*014

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.

(Chec	k th	e bo	ox next to each addendum	received	IJ	
[🗸]		/ j	Addendum No. 1	[]	Addendum No. 6
	[]	Addendum No. 2	[]	Addendum No. 7
	[]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
	[]	Addendum No. 5	[]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

B3 Security Gro	oup
	Company
ROI 6	
	Authorized Signature
04/24/2023	
	Date

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

Revised 6/8/2012

REQUEST FOR QUOTATION CRFQ SWC2300000014 (SECSVS23) Security Guard Services

- 6.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 6.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

 Contract Manager:
 Roger Baker

 Telephone Number:
 681-318-3569

 Fax Number:
 888-321-0041

 Email Address:
 Roger@b3sg.com

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

(Printed Name and Title) Roger Baker	Owner/President
(Address) Maxwelton, WV 24957	and the second s
(Phone Number) / (Fax Number) 681-318-3569	888-321-0041
(Email address) Roger@b3sg.com	

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

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

B3 Security Group		
(Company)		
KOJ- E		
(Signature of Au	thorized Representative)	
Roger Baker	Owner/President	
(Printed Name as	nd Title of Authorized Representative) (Date)	
681-318-3569	<u>888-321-0041</u>	
(Phone Number)	(Fax Number)	
Roger@b3sg.com	·	
(Email Address)		

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

- 1. **Definitions**. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. Agency Procurement Officer shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html.
 - b. Agent shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. Breach shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - **d. Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. Protected Health Information or PHI shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. Security Incident means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. Security Rule means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. Subcontractor means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. PHI Described. This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. Purposes. Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. Further Uses and Disclosures. Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. Stated Purposes Only. The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. Limited Disclosure. The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. Safeguards. The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure:
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. Compliance With Law. The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

- f. Support of Individual Rights.
 - i. Access to PHI. Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
 - ii. Amendment of PHI. Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
 - iii. Accounting Rights. Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - iv. Request for Restriction. Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
 - v. Immediate Discontinuance of Use or Disclosure. The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI. Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance. The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access. The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security. The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- I. Notification of Breach. During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/ot/ir/Default.aspx.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

m. Assistance in Litigation or Administrative Proceedings. The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. Term. This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. Duties at Termination. Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form—and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

- and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.
- c. Termination for Cause. Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. Judicial or Administrative Proceedings. The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. Survival. The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. Retention of Ownership. Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. Secondary PHI. Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. Electronic Transmission. Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. No Sales. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. No Third-Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. Amendment. The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. Additional Terms and Conditions. Additional discretionary terms may be included in the release order or change order process.

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Name of Agency: State of WV	Name of Associate: B3 Security Group
Signature:	Signature: Res
Title: Senior Buyer	Title: Owner/President
Date:	Date: 04/23/2023

Form - WVBAA-012004 Amended 06.26.2013

APPROVED AS TO FORM THIS 20 17

Ratrick Morrisey
Astorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate:	· B3 Security Group	
Name of Agency:	State of West Virginia	

Describe the PHI (do not include any <u>actual</u> PHI). If not applicable, please indicate the same.

All possible Personal Health Information.

• Any and all personally identifiable information including but not limited to name, address, date of birth, Social Security Number, telephone number, and insurance information.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 - 200.327

<u>Purpose:</u> This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurements.

<u>Instructions:</u> Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

<u>Changes to Specifications:</u> Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

<u>State Government Use Caution:</u> State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. (2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia	Vendor Name:
Purchasing Division	B3 Security Group
By:	By: 185 /
Printed Name: Toby Welch	Printed Name: Roger Baker
Title: Senior Buyer	Title: Owner/President
Date:	Date: 04/24/2023

EXHIBIT A To: REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5 § 148-1-5. Remedies.

- 5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.
- 5.2. Contract Cancellation.
- 5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:
 - 5.2.1.a. The vendor agrees to the cancellation;
 - 5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;
 - 5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;
 - 5.2.1.d. The existence of an organizational conflict of interest is identified;
 - 5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;
 - 5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and
 - 5.2.1.g. The contract was awarded in error.
- 5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

- 5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.
- 5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:
 - 5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and
 - 5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

- 5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 5.4. Suspension.
- 5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

- 5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.
- 5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.
- 5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.
- 5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.
- 5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:
 - 5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.
 - 5.4.2.b. A notice of suspension must inform the vendor:
 - 5.4.2.b.1. Of the grounds for the suspension;
 - 5.4.2.b.2. Of the duration of the suspension;
 - 5.4.2.b.3. Of the right to request a hearing contesting the suspension;
 - 5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;
 - 5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

- 5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.
- 5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.
- 5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.
- 5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.
- 5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.
- 5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.
- 5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.
- 5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

- 5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.
- 5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.
- 5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.
- 5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.
- 5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.
- 5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.
- 5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

- 5.6. Damages.
- 5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.
- 5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.
- 5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To: REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

Not Applicable Because Contract Not for Construction	
Federal Prevailing Wage Determination on Next Page	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER HALLASON GROUP LLC 200 Lafayette St. Lewisburg WV 24901 PHONE 304 645 7252 (AC. No): 304-645-1192 E-MAIL ADDRESS: Hallason1@gmail.com INSURER(S) AFFORDING COVERAGE NAIC# Cincinnati Insurance Companies 10677 B3 SECURITY LLC INSURER B : Brickstreet INSURED 16110 Seneca Trail North Maxwelton WV 24957 INSURER C: INSURER D INSURER E INSURER F COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS Α COMMERCIAL GENERAL LIABILITY CSU0202889 01/27/2023 01/27/2024 s 1,000,000 v | v EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) s 100,000 CLAIMS-MADE V OCCUR _{\$} 5,000 MED EXP (Any one person) s 1,000,000 PERSONAL & ADV INJURY s 2,000,000 GENL AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE . PRODUCTS - COMP/OP AGG \$ 2,000,000 POLICY OTHER: ✓ V ENP 0418579 COMBINED SINGLE LIMIT (Ea accident) s 1,000,000 AUTOMOBILE LIABILITY 12/13/2022 12/13/2023 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) 5 HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) S \$2,000,000 UMBRELLA LIAB レ | レ | CSU0202892 01/27/2023 Α 01/27/2024 EACH OCCURRENCE OCCUR \$ 2,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTIONS ✓ ||WCB 1025721 WORKERS COMPENSATION PER AND EMPLOYERS' LIABILITY s 1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 s 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT CSU0202889 ت 01/27/2023 01/27/2024 Limit: \$1,000,000 Professional Liability DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** Jonathan E Hali

West Virginia Secretary of State
Business and Licensing Division
ID: 37344
Filing Number: F210928009046

Effective Date/Time: 09/28/2021 14:35:57

WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
B3 SECURITY GROUP LLC
284 W MEADOWS LN
MAXWELTON, WV 24957-8047

BUSINESS REGISTRATION ACCOUNT NUMBER:

2319-4194

This certificate is issued on:

08/21/2015

This certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12, of the West Virginia Code

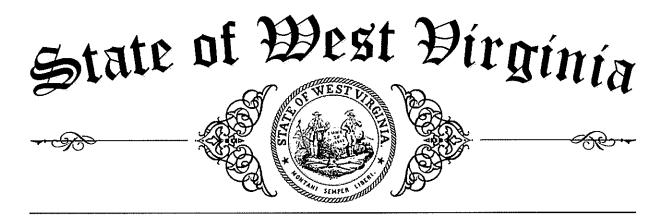
The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL006 v.4 L1943424320



CERTIFICATE OF SECURITY GUARD FIRM

I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that

Roger Dale Baker

of

B3 Security Group 16110 Seneca Trail N Maxwelton WV 24957

is hereby licensed to conduct the business and engage in the business of Security Guard Firm in the State of West Virginia, under the provisions of and in compliance with Chapter 30, Article 18 of the West Virginia Code. This Certificate shall be in effect and valid from 11/02/2021 to 11/02/2023 unless suspended or revoked thereto, in accordance with the provisions of the West Virginia Code.

This license cannot be transferred



Given under my hand and the Great Seal of the State of West Virginia on Tuesday, September 28, 2021

Mac Warner

Mac Warner

West Virginia Secretary Of State

37344

Secretary of State Bldg.1, Suite 157-K 1900 Kanawha Blvd. East Charleston, WV 25305-0770

F210928009046

Phone: 304-558-6000 866-767-8683

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