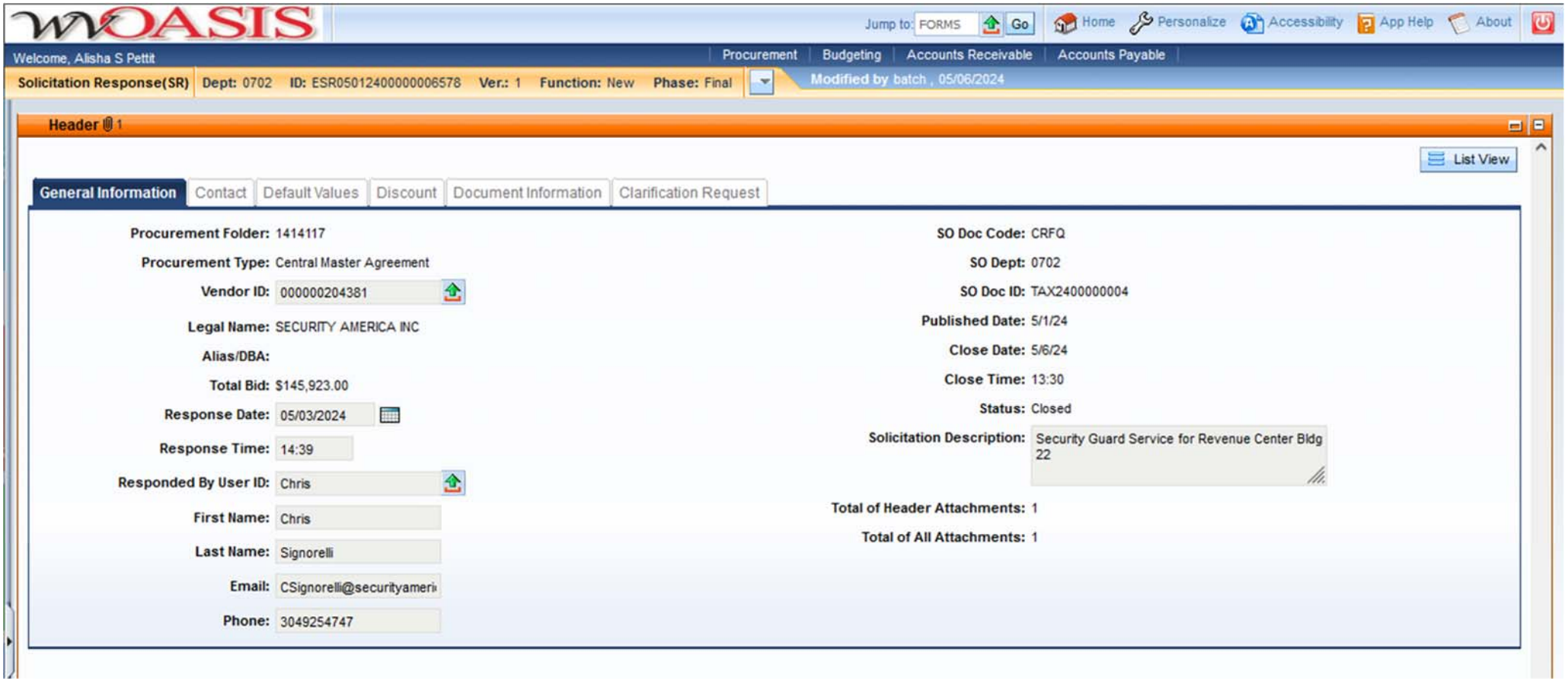
The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency 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.


wvOASIS
Jump to: FORMS Go
Home
Personalize
Accessibility
App Help
About
Welcome, Alisha S Pettit
Procurement
Budgeting
Accounts Receivable
Accounts Payable
Solicitation Response(SR)
Dept: 0702
ID: ESR05012400000006578
Ver.: 1
Function: New
Phase: Final
Modified by batch , 05/06/2024
Header 1
List View
General Information
Contact
Default Values
Discount
Document Information
Clarification Request
Procurement Folder: 1414117
Procurement Type: Central Master Agreement
Vendor ID: 000000204381
Legal Name: SECURITY AMERICA INC
Alias/DBA:
Total Bid: $145,923.00
Response Date: 05/03/2024
Response Time: 14:39
Responded By User ID: Chris
First Name: Chris
Last Name: Signorelli
Email: CSignorelli@securityameri
Phone: 3049254747
SO Doc Code: CRFQ
SO Dept: 0702
SO Doc ID: TAX2400000004
Published Date: 5/1/24
Close Date: 5/6/24
Close Time: 13:30
Status: Closed
Solicitation Description: Security Guard Service for Revenue Center Bldg 22
Total of Header Attachments: 1
Total of All Attachments: 1

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

State of West Virginia
Solicitation Response

Proc Folder:	1414117
Solicitation Description:	Security Guard Service for Revenue Center Bldg 22
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-05-06 13:30	SR 0702 ESR05012400000006578	1

VENDOR

000000204381
SECURITY AMERICA INC

Solicitation Number: CRFQ 0702 TAX2400000004

Total Bid: 145923 **Response Date:** 2024-05-03 **Response Time:** 14:39:32

Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Guard II M-F 0600 to 1730	0.00000			58599.00

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

Extended Description:

Please reference Exhibit "A" Pricing Page to input your pricing.
This position consists of 2 guards one working M-T-F and the other working W-TH of the week

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Guard II M-F 0900 to 1730				43662.00

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

Extended Description:

Please reference Exhibit "A" Pricing Page to input your pricing.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Guard II M-F 0800 to 1630				43662.00

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

Extended Description:

Please reference Exhibit "A" Pricing Page to input your pricing.

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

Proc Folder: 1414117		**Reason for Modification:**
Doc Description: Security Guard Service for Revenue Center Bldg 22		
Proc Type: Central Master Agreement		

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-16	2024-05-02 13:30	CRFQ 0702 TAX2400000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000000204381
Vendor Name : Security America, Inc.
Address : 4700
Street : MacCorkle Ave. SE suite 500
City : Charleston
State : WV **Country :** US **Zip :** 25304
Principal Contact : Chris Signorelli
Vendor Contact Phone: 304-925-4747 **Extension:** 103

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X [signature] **FEIN#** 55-0620159 **DATE** 5/1/24

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia State Tax Department, to establish an open-end contract for Security Guard Service for the Revenue Center located at Bldg 22, 1001 Lee Street East, Charleston, WV 25301, per the attached documentation.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Guard II M-F 0600 to 1730	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

This position consists of 2 guards one working M-T-F and the other working W-TH of the week

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Guard II M-F 0900 to 1730				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Guard II M-F 0800 to 1630				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-22

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: April 22, 2024, at 11:00 am., est.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: david.h.pauline@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wv*OASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

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

Bid Opening Date and Time: May 2, 2024, at 1:30 pm., est.

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

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

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

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

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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

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

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

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

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

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

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

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

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

REQUEST FOR QUOTATION - CRFQ TAX24*04
Security Guard Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Tax Department to establish a contract to obtain the services of experienced and qualified security guard services and to recruit, train, and maintain a staff of security guards to provide security guard services of unarmed guards.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 "Contract Services" means to provide security guard services as more fully described in these specifications.

   2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

   3.1. Must have been an operating business entity since January 1, 2019.

   3.2. Must have provided security guard services as described herein since January 1, 2019.

   3.3. Must provide a minimum of three (3) examples of prior or current security guard services being provided for a minimum of six (6) consecutive months at multiple locations. Proof should be submitted with the bid but must be provided prior to contract award.

4. **MANDATORY REQUIREMENTS:**

   4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

      4.1.1 Site Supervisor Security Guard – Primary on-site contact between the vendor and the Agency.

4.1.1.1 The site supervisor is to verify and ensure that every post is covered at every location in which security guard services are provided. To provide coverage during lunch break and the morning and afternoon breaks. Breaks are unpaid. No overtime rates apply to this contract, only the rates quoted by Vendor on the Exhibit "A" Pricing Page apply.

4.1.1.2 The site supervisor must be familiar with every post and ensure that all security guards are meeting the expectations of the Agency.

4.1.1.3 The site supervisor shall assist in providing coverage to a post when necessary. To provide coverage during lunch break and the two breaks for morning and afternoon. Break periods are unpaid.

4.1.1.4 The site supervisor shall have communication skills, management skills, interviewing of witness/suspect skills, teamwork skills, computer skills, and leadership skills.

4.1.1.5 The site supervisor shall be able to complete all duties as identified within the site supervisor post orders as provided by the Agency upon award of the contract.

4.1.2 Security Guard Qualifications

4.1.2.1 All guards must pass a background check as outlined below, prior to being assigned to any location:

a. Confirmation of previous employment.
b. Verification of references.
c. Criminal record check on the State and Federal level.
d. Fingerprint validation by the West Virginia State police.

4.1.2.2 All guards submitted by the vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal).

4.1.2.3 A copy of the criminal record check and fingerprint validation shall be presented to the contract administrator prior to assigning any security guard to perform services under this contract.

4.1.2.4 All guards must pass a physical examination and a drug test as outlined below, prior to being assigned to any location:

a. The physical examination must be completed by a licensed physician.
b. Guards are deemed to have passed the physical examination if the guard is found to be free from any hearing, sight, or physical limitations which would prevent performance of duties for their assigned post.
c. The vendor shall be responsible for all costs associated with the physical examination.
d. Guards are deemed to have passed the drug test if the guard is found to be free of all illegal and performance impairing substances (including alcohol).
e. Random drug testing can be requested by the Agency and paid for by the Agency.

4.1.2.5 All guards must pass a physical fitness test as outlined below, prior to being assigned to any location:

a. Walking or running a distance of 360 yards in three minutes or less.
b. Ascending six floors of stairs in 2 minutes or less.
c. Heavy lifting (30 pounds minimum).
d. Heavy carrying (30 pounds at 50 yards minimum).
e. Capable of walking or standing continuously (minimum of 4 hours).
f. If the post in which a guard will be assigned to is a front desk post, a request for waiver for a particular guard can be submitted to the Agency for consideration.

4.1.2.6 Any guard who fails any of the previously mentioned tests or examinations shall not be assigned to any location under this contract.

4.1.2.7 All previously mentioned tests and examinations shall be done annually.

4.1.2.8 All guards must complete on-the-job training for their specific post and any post in which they could be assigned.

4.1.2.9 All guards will be on a 60-day probationary period and can be removed without cause by the Agency.

4.1.2.10 Any guard who fails a random drug test will be removed immediately.

4.1.2.11 Any guard who faces a criminal conviction will be removed immediately.

4.1.2.12 The vendor shall provide training to all guards, prior to assignment, on the subjects of life safety responsibilities, responsible enforcement of policies and procedures, maintaining proper appearance, report writing and documentation, legal powers and limitations, the use of force and the need to establish ability, opportunity, and jeopardy to self and others, and emergency response, such as fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.

4.1.3 Security Guard Appearance

4.1.3.1 All guards shall maintain an acceptable appearance and personal hygiene as outlined below:

a. Body piercings (with the exception of earrings) which are visible anytime while on duty and/or in uniform is prohibited.
b. Any ring worn shall not have sharp edges that would create a hazard to the guard or others around the guard.
c. Hair should be neatly kept and not interfere with the wearing of appropriate headgear.
d. Any facial hair shall be neatly trimmed.
e. Hair color shall be of natural tones and color.

4.1.3.2 The vendor shall provide and maintain required uniforms necessary for this contract that will directly represent the image of the Agency.

4.1.3.3 The vendor shall present pictures of the uniforms with all badges as proposed upon request. This includes cold weather gear.

4.1.3.4 Uniforms shall make it easy for Agency employees, visitors, and clients to identify the guard.

4.1.4 Failure to Provide Security Guards

4.1.4.1 Failure to provide security guards at any location at the service level requested or an acceptable substitute are grounds for contract cancellation.

4.1.5 Current Hours of Need

4.1.5.1 Current hours of need at location are provided in Exhibit A.

4.1.5.2 Current shift hours of need are provided in Exhibit B. Shift hours of need could include holidays and overtime.

4.1.5.3 The effective start date on this contract will be June 27, 2024.

4.1.6 Invoicing

4.1.6.1 Vendor shall invoice monthly, providing an itemized invoice with supporting documentation to include employee/site timesheets for each security classification as defined within these specifications. Each classification should be separated within the invoice by location and post.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing an hourly billing rate for each guard classification (Guard) and then multiplying that hourly billing rate against the current total hours as shown on Exhibit A. The vendor should then add all totals up to provide a grand total for the services provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing

Pages through wvOASIS, if available, or as an electronic document.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** Agency shall pay the hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. **TRAVEL:**

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Tina Campbell
Telephone Number: 304-925-4747 x 108
Fax Number: 304-925-4700
Email Address: tcampbell@securityamerica.com

EXHIBIT A
PRICING PAGE

REQUEST FOR QUOTATION
Security Guard Services

Security Guard service for Revenue Building 22 1001 Lee Street East, Charleston, WV 25301

Security Guard Classification	Unit Price (Hourly Rate)		Total Hours		Total Cost
*GUARD II **	$19.15	x	3060	=	$58,599
GUARD II	$19.15	x	2280	=	$ 43,662
*GUARD II	$19.15	x	2280	=	$ 43,662
		Grand Total			$145,923

*30-minute unpaid lunch break, and the two 15-minute unpaid breaks.

**This position consists of 2 guards one working M-T-F and the other working W-TH of the week. No overtime will be paid only at the standard hourly rate.

REQUEST FOR QUOTATION
Security Guard Services

EXHIBIT B
Shift Hours of need

*Guard II** – Monday through Friday – 0600 to 1730
*Guard II – Monday through Friday – 0800 to 1630
*Guard II – Monday through Friday – 0900 to 1730

*1/2 hour unpaid lunch
**This position consists of 2 guards one working M-T-F and the other working W-TH of the week.

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

Proc Folder: 1414117	**Reason for Modification:**
Doc Description: Security Guard Service for Revenue Center Bldg 22	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-16	2024-05-02 13:30	CRFQ 0702 TAX2400000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000000204381
Vendor Name : Security America, Inc.
Address : 4700
Street : MacCorkle Ave. SE suite 500
City : Charleston
State : WV **Country :** US **Zip :** 25304
Principal Contact : Chris Signorelli
Vendor Contact Phone: 304-925-4747 **Extension:** 103

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X Chris Signorelli **FEIN#** 55-0620159 **DATE** 5/1/24

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia State Tax Department, to establish an open-end contract for Security Guard Service for the Revenue Center located at Bldg 22, 1001 Lee Street East, Charleston, WV 25301, per the attached documentation.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Guard II M-F 0600 to 1730	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

This position consists of 2 guards one working M-T-F and the other working W-TH of the week

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Guard II M-F 0900 to 1730				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Guard II M-F 0800 to 1630				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-22

	Document Phase	Document Description	Page 4
TAX2400000004	Final	Security Guard Service for Revenue Center Bldg 22	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

Proc Folder: 1414117

Doc Description: Security Guard Service for Revenue Center Bldg 22

Proc Type: Central Master Agreement

Reason for Modification:
Addendum No. 1

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-23	2024-05-02 13:30	CRFQ 0702 TAX2400000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000002043B1
Vendor Name : Security America, Inc
Address : 4700
Street : MacCorkle Ave. SE. suite 500
City : Charleston
State : WV **Country :** US **Zip :** 25304
Principal Contact : Chris Signorelli
Vendor Contact Phone: 304-925-4747 **Extension:** 103

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X Chris Signorelli **FEIN#** 55-0620159 **DATE** 5/1/24

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached.

Bid opening date and time remains May 2, 2024, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Guard II M-F 0600 to 1730	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:

Please reference Exhibit "A" Pricing Page to input your pricing.

This position consists of 2 guards one working M-T-F and the other working W-TH of the week

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Guard II M-F 0900 to 1730				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:

Please reference Exhibit "A" Pricing Page to input your pricing.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Guard II M-F 0800 to 1630				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-22

SOLICITATION NUMBER: CRFQ TAX2400000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("TAX2400000004") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide responses to the vendor technical questions, see attached.
2. Bid opening remains May 2, 2024, at 1:30 pm., est.
3. 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.

CRFQ 0702 TAX24*04 Addendum 1
Question and Answer

1. **Is Security needed on state holidays?**

   No, security is not needed for holidays unless requested in advance.

2. **Section 4.1.1 states a primary on-site supervisor. Is one of the Guard II positions supposed to be a Guard IV position, or is this in addition to the Guard II position?**

   On-site supervisor shall be a Guard II position. *Guard II** – M-F 0600 to 1730
   **This position consists of 2 guards, one working M-T-F and the other working W-TH of the week.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX2400000004

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

☒	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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Security America, Inc.
Company

Authorized Signature

5/1/24
Date

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

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

Proc Folder: 1414117	**Reason for Modification:**
Doc Description: Security Guard Service for Revenue Center Bldg 22	Addendum No. 1
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-23	2024-05-02 13:30	CRFQ 0702 TAX2400000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000020438 1
Vendor Name : Security America, Inc.
Address : 4700
Street : MacCorkle Ave. SE suite 500
City : Charleston
State : WV **Country :** US **Zip :** 25304
Principal Contact : Chris Signorelli
Vendor Contact Phone: 304-925-4747 **Extension:** 103

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X [signature] **FEIN#** 55-0620159 **DATE** 5/1/24

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached.

Bid opening date and time remains May 2, 2024, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Guard II M-F 0600 to 1730	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

This position consists of 2 guards one working M-T-F and the other working W-TH of the week

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Guard II M-F 0900 to 1730				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Guard II M-F 0800 to 1630				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-22

	Document Phase	Document Description	Page 4
TAX2400000004	Final	Security Guard Service for Revenue Center Bldg 22	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CRFQ-0702-TAX2400000004-2

Security Guard Services

From Security America, Inc.

Company Description

Security America, Inc. was formed in West Virginia on June 8, 1982. Security America has provided security guard services for almost 42 years. We are a West Virginia based company with our corporate office in Charleston.

Security America emphasizes providing a professional, quality security service. Providing businesses including government agencies with uniformed security officers is our primary service but not our only service. Security America also can provide security consulting, investigating, safety and security training, mine tracking, and some other manpower services that meets the needs of your organization.

Security America has been a successful business for so long by providing a professional service. We distinguish ourselves in the security industry by providing responsive managers, thorough training, a comprehensive recruitment and selection process, and treating our employees well.

Security America, Inc. Contact Information:
4700 MacCorkle Ave. Suite 500
Charleston, WV 25304
304-925-4747 or 888-832-6732 main line available 24 hours a day
304-925-4700 Fax #
Federal Tax Identification Number: 55-0620159

183 full time employees as of May 1, 2024.

CRFQ-0702-TAX2400000004-2

Security Guard Services

From Security America, Inc.

References

Security America provided security service to the State of West Virginia at multiple locations from 1988 through 2004 that covers all 4 regions.

Locations included the following:

Barboursville Veterans Home
Bureau of Employment Programs
Citizens Conservation Corps
Department of Health & Human Services
Department of Motor Vehicles
Department of Transportation
Department of Workers Compensation
Division of Environmental Protection
Division of Rehabilitative Services
Health Department
Humanities Council
Museum of Culture & History
Parkway Authority
Public Service Commission

State Capitol Complex
State Surplus Properties
West Virginia Development Office
West Virginia Legislature
West Virginia National Guard
Camp Dawson
Parkersburg
Wheeling
West Virginia State College
West Virginia Tax Department
West Virginia University
Parkersburg
Ripley
William Sharpe Hospital

Other References:
Highland Hospital Clarksburg-
Longview Power-
SuperValu- Milton
Real Estate Resources- Charleston-
Erma Byrd Center-
Alpha Natural Resources-

CRFQ-0702-TAX2400000004-2

Security Guard Services

From Security America, Inc.

Uniform Picture

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

Proc Folder: 1414117			**Reason for Modification:**
Doc Description: Security Guard Service for Revenue Center Bldg 22			Addendum No. 2
Proc Type: Central Master Agreement			
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2024-05-01	2024-05-06 13:30	CRFQ 0702 TAX2400000004	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000020438(

Vendor Name : Security America, Inc.

Address : 4700

Street : MacCorkle Ave. SE Suite 500

City : Charleston

State : WV **Country :** US **Zip :** 25304

Principal Contact : Chris Signorelli

Vendor Contact Phone: 304-925-4747 **Extension:** 103

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X **FEIN#** 55-0620159 **DATE** 5/3/24

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

ADDITIONAL INFORMATION

Addendum No. 2

To respond to an additional vendor technical question to add clarification to the number of security personnel required for this contract, see attached.

To move the Bid Opening date and time May 6, 2024, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
TAX DIVISION OF		TAX DIVISION OF	
PO BOX 11748		REVENUE CENTER	
		1001 LEE ST E, STE 1	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Guard II M-F 0600 to 1730	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

This position consists of 2 guards one working M-T-F and the other working W-TH of the week

INVOICE TO		SHIP TO	
TAX DIVISION OF		TAX DIVISION OF	
PO BOX 11748		REVENUE CENTER	
		1001 LEE ST E, STE 1	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Guard II M-F 0900 to 1730				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Guard II M-F 0800 to 1630				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-22

SOLICITATION NUMBER: CRFQ TAX2400000004
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("TAX2400000004") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To respond to an additional vendor's technical question to add clarification to the number of security personnel required for this contract, see attached.
2. To move the Bid Opening date and time May 6, 2024, at 1:30 pm., est.
3. 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.

CRFQ 0702 TAX24*04 Addendum 2
Question and Answer

1. **Is Security needed on state holidays?**

   No, security is not needed for holidays unless requested in advance.

2. **Section 4.1.1 states a primary on-site supervisor. Is one of the Guard II positions supposed to be a Guard IV position, or is this in addition to the Guard II position?**

   On-site supervisor shall be a Guard II position. *Guard II** – M-F 0600 to 1730

   **This position consists of 2 guards, one working M-T-F and the other working W-TH of the week.

Additional Question and Response

3. **I noticed that the question regarding the required number of guards was not very clear. Allow me to rephrase it for more clarity.**

   According to the RFQ, only two guards are required, with one working on Mondays, Tuesdays, and Fridays, and the other on Wednesdays and Thursdays. However, on the Exhibit A Pricing page, there are three guards listed for a total of 7,620 hours (3060, 2280, and 2280). Additionally, Exhibit B indicates that there are three different hourly shifts, which leads me to believe that two guards are working Monday to Friday. Could you please clarify this for me?

   To clarify there are a total of 4 guards positions needed with 2 guard supervisors that will split the 11 hours shift 0600 to 1730 one working M-T-F and the other working W-TH of the week. The other 2 guards work M-F either 0800 to 1630 or 0900 to 1730. There are always 2 guards on duty every day.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX2400000002

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

☒	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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Security America, Inc.
Company

Authorized Signature

5/30/24
Date

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

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

Proc Folder:	1414117		**Reason for Modification:**
Doc Description:	Security Guard Service for Revenue Center Bldg 22		Addendum No. 2
Proc Type:	Central Master Agreement		
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2024-05-01	2024-05-06 13:30	CRFQ 0702 TAX2400000004	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000020438[illegible]
Vendor Name : Security America, Inc.
Address : 4700
Street : MacCorkle Ave. SE Suite 500
City : Charleston
State : WV **Country :** US **Zip :** 25304
Principal Contact : Chris Signorelli
Vendor Contact Phone: 304-925-4747 **Extension:** 103

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X **FEIN#** 55-0620159 **DATE** 5/3/24

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

ADDITIONAL INFORMATION

Addendum No. 2

To respond to an additional vendor technical question to add clarification to the number of security personnel required for this contract, see attached.

To move the Bid Opening date and time May 6, 2024, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Guard II M-F 0600 to 1730	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

This position consists of 2 guards one working M-T-F and the other working W-TH of the week

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Guard II M-F 0900 to 1730				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON WV US		TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Guard II M-F 0800 to 1630				

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Please reference Exhibit "A" Pricing Page to input your pricing.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-22

	Document Phase	Document Description	Page 4
TAX2400000004	Final	Security Guard Service for Revenue Center Bldg 22	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions