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Header 8

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 2005552

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: SaberOne Security Solution

Alias/DBA: SaberOne Security Solution

Total Bid: \$284,050.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2700000001

Published Date: 7/9/26

Close Date: 7/15/26

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 8

Total of All Attachments: 8



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: 2005552
Solicitation Description: Security Guard Services - GSD Buildings
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-07-15 13:30	SR 0211 ESR07152600000000273	1

VENDOR
VS0000049652
SaberOne Security Solution

Solicitation Number: CRFQ 0211 GSD2700000001
Total Bid: 284050
Response Date: 2026-07-15
Response Time: 13:04:02
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	Security guard services	2964.0000	HOUR	28.750000	85215.00

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

Extended Description:

See Exhibit "A" to input pricing.
Building 34 - estimated annual hours

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Security guard services	2223.0000	HOUR	28.750000	63911.25

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

Extended Description:

Building 53 - estimated annual hours

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Security guard services	2223.0000	HOUR	28.750000	63911.25

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

Extended Description:

Building 54 - estimated annual hours

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Security guard services	2470.0000	HOUR	28.750000	71012.50

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

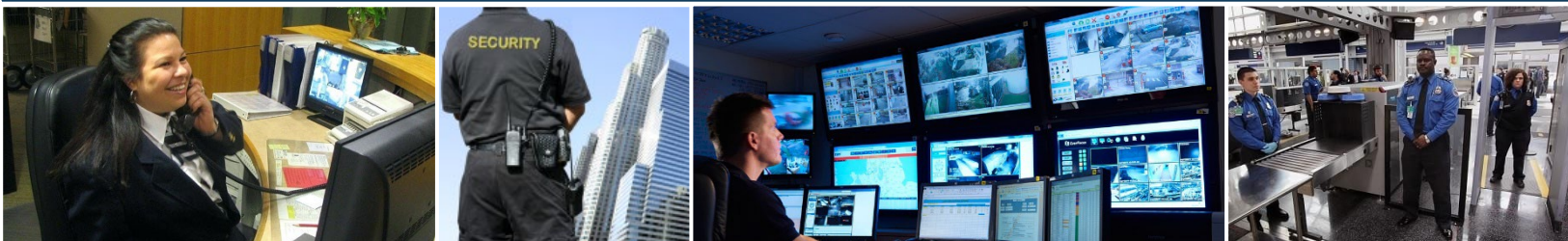
Extended Description:

Building 55 - estimated annual hours



SABERONE SECURITY SOLUTIONS, LLC

RESPONSE TO INVITATION FOR BIDS FOR THE GENERAL SERVICE DIVISION: SITE SECURITY SERVICES



A PREMIER SECURITY SERVICES CORPORATION

DATE: JULY 15, 2026

SUBMITTED TO:

BID CLERK

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICE DIVISION

2019 WASHINGTON ST E, CHARLESTON, WV 25305

Attn: David Pauline, Senior Buyer

Email: david.h.pauline@wv.gov

Phone: 304-558-3970

RE: Services – Uniformed Unarmed Security Guard
Services for Security Guard Services - GSD Buildings



SABERONE SECURITY SOLUTIONS, LLC

Corporate Headquarters:

5100 Buckeystown Pike, STE 250

Frederick, MD 21704

Greg West, Co-Founder and CEO

gwest@saberonesecurity.com

PH# 855-722-3701, EXT 0



Response to RFQ for the West Virginia Public Service Commission:
Security Services

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Response to RFQ for the West Virginia Public Service Commission
Security Services

Transmittal Letter

General Services Division, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130

Attn: David Pauline, Senior Buyer
340-558-3970
David.H.Pauline@wv.gov

RE: Security Officer response to RFQ, **CRFQ 0211 GSD2700000001**: Services - UNARMED SECURITY OFFICERS

Dear Mr. Pauline,

SaberOne Security Solutions, LLC (SOS) is an experienced security provider and is pleased to submit this proposal to provide Site Security Services for the General Services Division security project. Our extensive experience, technical expertise, and corporate resources make SOS uniquely qualified to perform well on this requirement, with a high probability of success.

SOS is locally based in the City of Frederick and is certified by the Maryland Department of Transportation as a Disadvantaged Business Enterprise (DBE) #16-263, a Minority Business Enterprise (MBE) #16-263, and a Small Business Enterprise (SBE) #16-263.

SOS understands that the award will be evaluated by a Selection Committee. We believe SOS' offer will clearly stand out as the *Best Value* to the General Services Division security project because of 1) SOS' experienced corporate management team, 2) our successful combined corporate experience, 3) we are a local City of Frederick MBE/DBE.SBE firm, and 5) the ability to provide a minimum phase-in period to transition the follow-on contract.

SOS positively affirms that we have thoroughly read and fully understand the requirements as detailed in the Request for Proposal (RFQ), Scope of Work, and corresponding documentation. SOS affirms that we have the capability, staffing, relevant past performance, and the local and available support to perform all requirements of the solicitation. The proposal will remain firm for 180 days from the date of submission.

If you have any questions or would like any additional information, please do not hesitate to reach out to us.

Respectfully submitted,

Gregory R. West

Gregory R. West
CEO and Co-Founder
SaberOne Security Solutions, LLC



Response to RFQ for the West Virginia Public Service Commission Security Services

1 Executive Summary



SaberOne Security Solutions, LLC (SOS) proposes to provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish Security Services as described and required by the General Services Division and described in the in the RFQ Site Security, Scope of Work, and appendices.

SOS' Security Officers will perform all tasks in accordance with the duties outlined in the RFQ General Services Division security project. and Scope of Work and will not deviate from the provided directions except in case of emergency or as directed by General Services Division security personnel.

Security Officers will be thoroughly familiar with the post orders at all posts where they are assigned to work. Under no circumstance will any Security Officers be allowed to neglect his/her assigned duties in order to familiarize him/herself with post orders. Off-going Security Officers should provide a brief to on-coming Security Officers of the events and occurrences that have recently happened, are continuing, or are anticipated for the post. **Figure 01** catalogs the services SOS proposes to provide, in accordance General Services Division requirements.

FIGURE 01: SECURITY OFFICER SERVICES FOR GENERAL SERVICES DIVISION

Provide Security Officers coverage to the the following locations:

Weirton (Building 34) 7:30a to 5:30p M-F

Clarksburg (Building 53) 7:30a to 5p M-F

Fairmont (Building 54) 8a to 5p M-F

Logan (Building 55) 7a to 5p M-F

- Provide trained and licensed Security Officers, with proficiency in security response and reporting.
- Ensure all Security Officers are properly supplied with equipment and PPE, as well as neat/presentable on duty.
- Maintain a sign-in/sign-out log for all Security Officers, ensuring they are approved workers.
- Conduct patrols in accordance with established routes and schedules
- Observe, detect, report, and respond to all suspected or apparent security violations
- Monitor and observe site occupants for compliance with the facility/safety rules and regulations.
- Maintain physical security, law, and order.
- Prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected.
- Summon professional assistance or First Responders in the event of injury or illness to employees or others while on the grounds.
- Prepare and maintain reports regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents, and unlawful acts, and provide these reports to officials specified by General Services Division.
- Perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely

affecting the security and/or safety of the GENERAL SERVICES DIVISION employees, property, and the general public.

Figure 01: SOS's Requirements to Accomplish the GENERAL SERVICES DIVISION Objectives

SOS was founded by Mr. Gregory (Greg) R. West who has over 23 years' experience of federal law enforcement. He served 23 years with the US Department of Homeland Security / Immigration and Customs Enforcement for 23 years as a Federal Law Enforcement Officer with a top-secret clearance (TSC).

SOS's management team combined with its consulting staff has over 50 years of experience in various security, law enforcement, and protective force service capabilities. This synergy comprises the "brain trust" of a proven, grounded, well-experienced, closely acquainted team of professionals, who along with the assistance and guidance of the board of advisors and consultants, are primed to meet GENERAL SERVICES DIVISION's evolving requirements.

1.1 Minority-Owned Firm and Locally Based

SOS is a minority-owned firm and is certified by the following agencies:

- City of Frederick Purchasing Special Classification – AAM – MBE/DBE
- Maryland Department of Transportation (MDOT) – Disadvantaged Business Enterprise (DBE) #16-263
- MDOT – Minority Business Enterprise (MBE) #16-263
- MDOT – Small Business Enterprise (SBE) #16-263
- New Jersey Department of the Treasury, Small Business Set-Aside Act and Minority and Woman Certification Program – Minority Women Business Enterprise (MWBE) #A0196-87



SOS is a Frederick City-based operation and has conducted business within the State of Maryland and City of Frederick since its inception in 2015.

Attached under **Appendix A** are copies of the company's certifications and corporate registration to verify its compliance as a certified MBE/DBE/SBE in the State of Maryland and its corporate office is located in the City of Frederick which allows for proactive access and responsiveness to the GENERAL SERVICES DIVISION on this Security Services contract.

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Response to RFQ for the West Virginia Public Service Commission Security Services

2 Understanding of Scope of Work

2.1 Exhibit A Scope of Work (Appendix A)

SOS has reviewed RFQ Section 2 (2.3) Scope of Work and understands the general requirements for site security and support services and the expected deliverables. In support of GENERAL SERVICES DIVISION, SOS is prepared to assist in Contract Administration requirements, Project Management Planning, Quality Management Planning, and the resultant Subcontractor Plan—and any additional metric reporting requirements as needed—related to the requisite security parameters.

2.2 Site Security Officers Requirements

SOS understands that GENERAL SERVICES DIVISION requires Security Officers for Restricted and Control Access at all locations.

As a highly experienced Security Service provider, we understand the importance of tracking Key Performance Indicators and the critical role training of staff and post coverage plays in the performance of this contract. SOS offers the depth of experience to provide high-quality, responsive, committed, and flexible security operations to GENERAL SERVICES DIVISION.

All security personnel will be knowledgeable of the requirements and basic tasks and duties of the contract Scope of Work (SOW). The shift supervisor will enforce all GENERAL SERVICES DIVISION policies and procedures (e.g., no eating, smoking, or unauthorized reading/electronic materials allowed on the posts).

SOS will assemble a high-performing on-site management team who are accustomed to successfully operating security operations and contracts. These individuals come highly recommended having served on the other contracts in management positions and within the Security industry and have proven their level of experience and knowledge.

SOS intends that our proposed key personnel meet, and in several instances, exceed solicitation minimum requirements set forth in the RFQ. SOS will provide a list of key personnel and emergency contact information to GENERAL SERVICES DIVISION upon the contract award.

2.3 Incumbent Transition and Retention Strategy

At SaberOne Security Solutions, we recognize that the most valuable security asset at the Weirton, Clarksburg, Fairmont, and Logan facilities is the institutional knowledge of the existing personnel. To ensure zero disruption in service and guarantee Day-1 compliance with all post orders, our primary staffing objective is the aggressive retention of the incumbent supervisors and officers.

Immediately upon award, our transition team will initiate on-site meetings to facilitate a seamless onboarding process for all current guards in good standing. Because our proposed pricing model allows us to pay highly competitive local wages, we are positioned to offer these experienced officers immediate, stable employment with SaberOne, complete with a seamless benefits transition and a sign-on retention incentive. By capturing the existing, fully vetted workforce, we eliminate the learning curve, bypass the turnover risks that typically plague vendor transitions, and ensure the State's facilities remain safe, familiar, and fully operational without a single dropped shift.

2.3.1 Contractor-Furnished Equipment

SOS is experienced in ensuring our personnel receive the necessary equipment required to perform their duties and can provide the necessary attire, Personal Protective Equipment (PPE), and materials for this contract. We have business relationships with national and local vendors of uniforms, radios, vehicles, vests, weapons, ammunition, and other security/law enforcement



Response to RFQ for the West Virginia Public Service Commission Security Services

equipment, available nationwide. We recognize this fact is an important part of the transition of this contract and our plan to accomplish the transition seamlessly. In accordance with this unique GENERAL SERVICES DIVISION requirement, SOS will ensure our personnel are minimally equipped with the following prior to performance:

- Uniform (Class A)
- ID Badge
- Name Plate
- Whistle
- Flashlight
- Cell Phone with 24-hour Communications Capability

The principal element in SOS' logistics plan is the coordination, purchase and delivery of all contract-required uniforms, equipment, and materials to perform uninterrupted security operations at the Baltimore construction facilities. The Project Manager will have limited authority to purchase immediate and/or small dollar items through the use of the petty cash fund. This fund will be reviewed and replenished monthly or as needed to maintain immediate available resources. All other items, including routine and recurring purchases, will be coordinated through the corporate office.



SOS has a corporate staff that offers a full range of “back-office” support services, including human resources, equipment procurement, accounting, legal and administrative support. Our general and technical staff are always available to the Project Manager and Security Officers. The staff at SOS provides significant corporate capability to both our on-site project management team and the GENERAL SERVICES DIVISION security staff. SOS has partnered with Officer reports digital security officer reporting platform that gives SOS and its client real time digital access to security officer tour tracking, incident reporting, and Daily Activity Reports. A designated GENERAL SERVICES DIVISION representative will have access to SOS Officer Reports platform through an assigned Officer Reports client portal. In addition, our company has access to a broad range of personnel who complement our existing staff or provide subject matter experts in all the functional areas to ensure that we will provide superior support which enhances the security environment for the various Maryland client facilities.

2.3.2 Training, Licenses, and Certifications

Training and certification of workforce members is critical to a smooth transition and overall operations. SOS recognizes that several types of training and certification are required for this project including:

- CPR / AED training (and demonstrated proficiency)
- GENERAL SERVICES DIVISION-Specific on-boarding Training as specified in Section 3.1.6.4.5, Modules 1-5 and On the Job (OJT) Training.

Upon contract award through the initial phase of the transition, SOS Transition Team members will conduct a needs assessment to identify the specific training required to certify security personnel to GENERAL SERVICES DIVISION and SOS standards. They will analyze each job task to identify the critical skills needed to perform the job and develop position-specific training curriculum and evaluation criteria, ensuring job proficiency on the part of each Security Officer. Each Security Officer will be evaluated against the proficiency criteria before assuming Security Officer



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responsibility for his/her proposed post. Based on this needs assessment, appropriate new or remedial training will be scheduled to coincide with the overall transition plan.

Our Transition Team will also coordinate with the relevant GENERAL SERVICES DIVISION security representative to establish a date and time for the Site-Specific Training and ensure all personnel receive this training prior to starting work. Our Training Plan is a composite plan for training the security force initially and on an on-going basis throughout the year. SOS uses a systematic approach to meeting GENERAL SERVICES DIVISION requirements and is based on the “most stringent” training standards, which include as a minimum, security officer training, new employee/site-specific training, and refresher training as needed. Although the plan is comprehensive and carefully designed, it is flexible and may be modified based on changing training requirements and the desires of the GENERAL SERVICES DIVISION Project Manager. Since it incorporates the concept of continual assessment and feedback, our Training Plan is continually adjusted and updated to meet any new requirements or compensate for a perceived or actual training weakness in the security force.

Additionally, in **Appendix B**, we provide a copy of the SaberOne Security Solutions, LLC Maryland State Police Security Officers Company License (22PLU-SG16216).

2.3.3 Sign-in/Out Log Procedures

Accurate and timely reporting is essential to the performance of our security force and management team. This type of contract administration provides our management with tangible documents to observe and track the performance of the security force and to identify deficiencies or potential problems before they arise. Compliance with RFQ/SOW requirements of these data items is a record of our performance and ensures that the SOS security force is operating under the requirements of the contract. We solicit feedback, through surveys and informal meetings with our customers, to ensure that the format and final product exceeds their expectations.

The SOS Project Manager will meet with or communicate with GENERAL SERVICES DIVISION or their designee weekly during normal business hours, except on holidays. The purpose of this meeting is to review and discuss incidents reported in the duty logs during the previous 24 hours, and to address other security issues, as necessary and of mutual concern. Copies of the duty logs and appropriate reports, if not already provided or received, will be made available to GENERAL SERVICES DIVISION at this time. In addition, all supervisors are required to ensure that one copy of the 24-Hour Duty Log for their respective areas of control, along with one copy of all Event Reports, be forwarded to the Project Manager for review and distribution to GENERAL SERVICES DIVISION on a weekly basis.

- All reports and records maintained and archived by SOS shall be turned over to GENERAL SERVICES DIVISION upon completion of the contract.
- The process of record keeping is an essential task in the management of this GENERAL SERVICES DIVISION contract. Reports will be generated for situations contrary to normal day-to-day operation and will include occurrences such as accidents, fires, bomb threats, emergencies, unusual incidents, unlawful acts, hazardous conditions, and injuries. Security Officers and supervisors shall prepare such reports/records, providing copies to GENERAL SERVICES DIVISION not later than the beginning of the next duty day following the occurrence.

In addition to the above, SOS provides a value-added benefit to the contract in the form of our Monthly GENERAL SERVICES DIVISION Briefing Report which summarizes the events of the month and provides a capsulated/highlighted review of the significant activities of the month. This report is of great value for high-level GENERAL SERVICES DIVISION officials to get a glance or overview of the security operations and to inquire about specific details of items as identified in the report. All documentation and



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deliverables will be submitted to GENERAL SERVICES DIVISION for that particular item by the specified date and in accordance with the requirements of the solicitation.

SOS will establish and retain records in a fashion similar to the GENERAL SERVICES DIVISION system in place. All reports and documents shall be collected, distributed, filed sequentially by date, and stored in accordance with the established procedures. These files will be treated as sensitive information and considered For Official Use Only. GENERAL SERVICES DIVISION is the only authorized releasing authority of these reports and records. The Project Manager will retain additional secure files for administrative investigations, personnel actions, and other sensitive information. These records will be available to the GENERAL SERVICES DIVISION but will not be made available to others without the approval of the Project Manager.

2.3.4 Clearance/Background Check

All SOS Security Officers will obtain and maintain clearance in accordance with **3.1.6.2**, security background check. As part of our hiring and onboarding process, SOS ensures that all Security Officers are deemed suitable via background check/investigation with successful passing drug screening within the pre-employment process prior to starting work.

2.4 Division 1 Requirements & Contract Terms and Conditions

SOS understands the rigorous requirements set forth in this contract, and subsequent GENERAL SERVICES DIVISION subcontract and will be thoroughly familiar with all contract documentation—including the Division 1 General Requirements, Specifications, Reference Documents, and Contract Terms and Conditions—prior to performing on this contract. Additionally, we will ensure that all SOS employees (Security Officers) understand the contract provisions and will abide by all requirements during their performance.

2.5 Security Management Plans

To develop all Site Security Plans, including Security Officer Posts, Roving Patterns, and Schedules; the SOS Security Programs and Project Department will collaborate with GENERAL SERVICES DIVISION to develop security operation plans and procedures. SOS will develop our Security Plans by reviewing and strictly analyzing all post assignments, post / shift instructions for all post, past incidents of theft, pilferage and vandalism to determine the best course of action and all Standard Operating Procedures (SOP) on emergency notifications. We will discuss conceptual designs in detail with contract counterparts, operations, and security personnel, in a cross-functional team environment to ensure the security program does not conflict with facility operating requirements.

The Security Plan (process) is initially tested through a series of tabletop exercises intended to identify weaknesses in concept design or major impacts on facility operations. Security operators from the field routinely participate in the design concept and tabletop analysis to ensure that a field operations perspective is established early on in the protection program process. In case of emergency operations, the conceptual design is then subjected to a sophisticated, state-of-the-art computer model that simulates contingency situations, in the actual facility configuration. Upon completion of the conceptual design, the development of lesson plans, security orders, and contingency plans is initiated to ensure that all design criteria and lessons learned from the tabletop analysis and computer modeling processes are incorporated into training plans and standard operating procedures.



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Furthermore, SOS will conduct a site visit, with GENERAL SERVICES DIVISION approval, to the GENERAL SERVICES DIVISION Headquarters to field performance test our resultant protection program plan. By conducting an onsite performance test, SOS identifies any vulnerabilities and ultimately validates the accuracy of our design, planning, and training documents in a real-world scenario. We will make final adjustments to our Security Plan based on the results of our field performance testing.

Developing and implementing high-quality security programs is only the beginning. SOS is committed to continuous improvement and sustaining the highest standards of quality in the execution of protection programs. This is accomplished through the application of Conduct of Operations principles and critical self-inspections. We have institutionalized a Conduct of Operations ethic, which permeates every level of organizational functioning. Our program fixes Security Officer responsibilities within the organization, includes training down-to-line employees, and provides oversight through management walk-downs. The SOS Compliance Division, through the Quality Department and Performance Testing and Assessment Department, performs both periodic self-assessments and unannounced no-notice exercises (with GENERAL SERVICES DIVISION) approval on all SOS protection program operations. The combination of Conduct of Operations practices, critical self-assessments, no-notice exercises, and safety and quality surveillances, combined with regular management walk-downs are the framework of our efforts to sustain quality protection programs and emergency security operations programs.

3 Disadvantaged Business Enterprise

SOS is a minority-owned firm and is certified by the following agencies:

- City of Frederick Purchasing Special Classification – AAM – MBE/DBE
- MD Department of Transportation – Disadvantaged Business Enterprise (DBE) #16-263
- MD Department of Transportation – Minority Business Enterprise (MBE) #16-263
- MD Department of Transportation – Small Business Enterprise (SBE) #16-263
- NJ Department of the Treasury, Small Business Set-Aside Act and Minority and Woman Certification Program – Minority Women Business Enterprise (MWBE) #A0196-87

SOS has provided proof of our status as a certified DBE/MBE/SBE in the State of Maryland within **Appendix A**. The attached documentation also demonstrates the corresponding NAICS (Commodity) Codes.

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Response to RFQ for the West Virginia Public Service Commission Security Services

4.1 Validity

This proposal is valid for 180 calendar days after the submission date of July 15, 2026.

4.2 Material and Labor Escalation

SOS has included all material and labor escalations in our billable hourly rates as proposed in the Price Schedule.

4.3 Mobilization and Demobilization

All costs for mobilization and demobilization costs are included in our billable rates in SOS' proposal.

4.4 Shifts, Schedule, and Milestones

Proposed Work Schedule & Shift Compliance

SaberOne Security Solutions (SOS) will fully comply with all work schedule and shift requirements outlined by the State of West Virginia. Our proposed schedule provides continuous, Monday through Friday daytime coverage tailored to the specific operational hours of each requested facility: Weirton (7:30 AM to 5:30 PM), Clarksburg (7:30 AM to 5:00 PM), Fairmont (8:00 AM to 5:00 PM), and Logan (7:00 AM to 5:00 PM).

To ensure uninterrupted service without relying on excessive overtime, our schedule utilizes a "Working Field Supervisor" rover strategy to seamlessly cover end-of-week shifts, manage meal break reliefs, and handle any unplanned absences. Furthermore, SOS maintains a fully vetted local reserve roster to strictly meet GSD's 8-hour Emergency Staffing and 24-hour Special Staffing deployment SLAs (including 24/7 continuous coverage when specially requested by the Agency).

To guarantee 100% coverage, access, and transparency across all contract activities, SOS will provide the West Virginia General Services Division (GSD) with direct access to our secure client portal, **Vision Insite-Guard**.

Through this state-of-the-art workforce management software, GSD will have complete visibility into daily operations, including:

- **Live Schedules:** Up-to-date security officer shift assignments.
- **Real-Time Tracking:** Instant access to officer clock-ins and attendance.
- **Daily Reporting:** Comprehensive activity logs and shift reports, available for review every morning.

4.5 Wage Determination

SOS confirms that our proposed pricing complies with the requirements of prevailing wages of the Davis-Bacon Act and the applicable Wage Determination(s).

4.6 Project Bonding Requirements

SOS will comply with all Project Bonding Requirements as required in the RFQ. SOS will provide the completed bond forms at the time of the contract award (if required)

4.7 Insurance Requirements



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SOS confirms and complies with all requisite Insurance Requirements (Exhibit H). An updated and complete copy of our Certificate of Liability Insurance will be provided at the time of contract award.

4.8 Project Bid Documents

SOS confirms and complies with all requisite Project Bid Documents and confirms that if work is awarded, SOS agrees to enter into a mutually agreed upon contract.

4.9 Warranties

There are no applicable warranties on the Security Officers labor rates and services as required by the Contract Specifications.

4.10 Taxes

SOS has included all applicable taxes. The purchase of permanent materials (including cost of production & design) for installation into this project are not exx GENERAL SERVICES DIVISION from Maryland state and local sales/use taxes.

4.11 Deliveries/Incoterms 2010 Delivered Duty Paid

SOS has included all deliveries/ Incoterms 2010 Delivered Duty Paid (DDP) within our billable rate schedule for this project.

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Response to RFQ for the West Virginia Public Service Commission Security Services

5 Appendices

5.1 Appendix A

SaberOne's certifications and corporate registration to verify its compliance as a certified MBE/DBE/SBE in the State of Maryland and its corporate office is located in the City of Frederick.

5.1.1 DBE – Disadvantaged Business Enterprise Certification

Certification: View

Certification List

Submit Change Request

View Letters & Certificates

Add Date Alert

Vendor Information

BUSINESS NAME	SABERONE SECURITY SOLUTIONS, LLC
SYSTEM VENDOR NUMBER	20458212
PRIMARY OWNER'S NAME	GREGORY WEST
ETHNIC GROUP	Black American
GENDER	Unspecified

Certification Information

CERTIFYING AGENCY	Maryland Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise

Contact Information

MAIN COMPANY EMAIL	GWEST@SABERONESECURITY.COM
MAIN PHONE	240-815-1016
MAIN COMPANY WEBSITE	http://SABERONESECURITY.COM

Addresses

PHYSICAL ADDRESS	1301 W. 7TH STREET #1316 FREDERICK, MD 21702 [map]
MAILING ADDRESS	1301 W. 7TH STREET #1316 FREDERICK, MD 21702 [map]

Business Capabilities

BUSINESS CERTIFIED FOR	561611 - Investigation Services (SPECIFICALLY: PRIVATE DETECTIVE SERVICES, PRIVATE INVESTIGATION SERVICES); 561612 - Security guards and patrol services
------------------------	--

<https://marylandmdbe.mdbecert.com/FrontPage/VendorMain.asp?XID=7278>1/3



Response to RFQ for the West Virginia Public Service Commission Security Services

7/20/24, 4:53 AM

B2Gnow

FULL DESCRIPTION OF CAPABILITIES/PRODUCTS

COMMODITY CODES	NAICS 561611	Investigation and Personal Background Check Services (SPECIFICALLY: PRIVATE DETECTIVE SERVICES, PRIVATE INVESTIGATION SERVICES) (More) [Primary Code]
	NAICS 561612	Security guards and patrol services (More)

Owner Ethnicity and Gender

ETHNIC GROUP	Black American
GENDER	Unspecified

Location

COUNTY	Frederick (MD)
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Additional Information

MINORITY STATUS	African American
CERTIFIED SINCE	5/27/2016
CERTIFICATION NUMBER	16-263

Letters & Certificates

View	Letter Type	Format	Date Sent	Viewed In System By Vendor
View as PDF	Annual Review - Annual Review Reminder	Letter	5/7/2021	✓
View View as PDF	Annual Review - Annual Review Reminder	Email	5/7/2021	-
View Download	Annual Review - Annual Review Announcement	File	5/12/2022	-
View Download	Annual Review - Annual Review Announcement	File	12/14/2022	-
View Download	Annual Review - Annual Review Reminder	File	1/26/2023	-

Related Letters & Certificates

These communications are saved to a related record.

<https://marylandmbe.mdbecert.com/FrontPage/VendorMain.asp?XID=7278>

2/3



Response to RFQ for the West Virginia Public Service Commission Security Services

5.1.2 MBE – Minority Business Enterprise Certification

Certification: View

[Certification List](#)[Submit Change Request](#)[View Letters & Certificates](#)[Add Date Alert](#)

Vendor Information

BUSINESS NAME	SABERONE SECURITY SOLUTIONS, LLC
SYSTEM VENDOR NUMBER	20458212
PRIMARY OWNER'S NAME	GREGORY WEST
ETHNIC GROUP	Black American
GENDER	

Certification Information

CERTIFYING AGENCY	Maryland Department of Transportation
CERTIFICATION TYPE	MBE - Minority Business Enterprise

Contact Information

MAIN COMPANY EMAIL	GWEST@SABERONESECURITY.COM
MAIN PHONE	240-815-1016
MAIN COMPANY WEBSITE	http://SABERONESECURITY.COM

Addresses

PHYSICAL ADDRESS	1301 W. 7TH STREET #1316 FREDERICK, MD 21702 [map]
MAILING ADDRESS	1301 W. 7TH STREET #1316 FREDERICK, MD 21702 [map]

Business Capabilities

BUSINESS CERTIFIED FOR	561611 - Investigation Services (SPECIFICALLY: PRIVATE DETECTIVE SERVICES, PRIVATE INVESTIGATION SERVICES); 561612 - Security guards and patrol services
------------------------	--

<https://marylandmdbe.mdbecert.com/FrontPage/VendorMain.asp?XID=7278>

1/3



Response to RFQ for the West Virginia Public Service Commission Security Services

FULL DESCRIPTION OF CAPABILITIES/PRODUCTS

COMMODITY CODES

NAICS 561611

Investigation and Personal Background Check Services
(SPECIFICALLY: PRIVATE DETECTIVE SERVICES, PRIVATE
INVESTIGATION SERVICES) ([More](#)) [Primary Code]

NAICS 561612

Security guards and patrol services ([More](#))

Owner Ethnicity and Gender

ETHNIC GROUP

Black American

GENDER

Location

COUNTY

Frederick (MD)

Additional Information

MINORITY STATUS

African American

CERTIFIED SINCE

5/27/2016

CERTIFICATION NUMBER

16-263

Letters & Certificates

View	Letter Type	Format	Date Sent	Viewed In System By Vendor
------	-------------	--------	-----------	----------------------------------

Related Letters & Certificates

These communications are saved to a related record.

View	Cert Type	Letter Type	Format	Date Sent	Viewed In System By Vendor
View as PDF	DBE	Annual Review - Annual Review Reminder	Letter	5/7/2021	
View as PDF	MBE	Annual Review - Annual Review Reminder	Letter	5/7/2021	-

<https://marylandmdbe.mdbecert.com/FrontPage/VendorMain.asp?XID=7278>

2/3



Response to RFQ for the West Virginia Public Service Commission Security Services

5.1.3 SBE – Small Business Enterprise Certification

Certification: View

Certification List

Submit Change Request

View Letters & Certificates

Add Date Alert

Vendor Information

BUSINESS NAME	SABERONE SECURITY SOLUTIONS, LLC
SYSTEM VENDOR NUMBER	20458212
PRIMARY OWNER'S NAME	GREGORY WEST
ETHNIC GROUP	Black American
GENDER	

Certification Information

CERTIFYING AGENCY	Maryland Department of Transportation
CERTIFICATION TYPE	SBE - Small Business Enterprise

Contact Information

MAIN COMPANY EMAIL	GWEST@SABERONESECURITY.COM
MAIN PHONE	240-815-1016
MAIN COMPANY WEBSITE	http://SABERONESECURITY.COM

Addresses

PHYSICAL ADDRESS	1301 W. 7TH STREET #1316 FREDERICK, MD 21702 [map]
MAILING ADDRESS	1301 W. 7TH STREET #1316 FREDERICK, MD 21702 [map]

Business Capabilities

BUSINESS CERTIFIED FOR	561611 - Investigation Services (SPECIFICALLY: PRIVATE DETECTIVE SERVICES, PRIVATE INVESTIGATION SERVICES); 561612 - Security guards and patrol services
------------------------	--

<https://marylandmdbe.mdbecert.com/FrontPage/VendorMain.asp?XID=7278>1/3



Response to RFQ for the West Virginia Public Service Commission Security Services

FULL DESCRIPTION OF CAPABILITIES/PRODUCTS

COMMODITY CODES	NAICS 561611	Investigation and Personal Background Check Services (SPECIFICALLY: PRIVATE DETECTIVE SERVICES, PRIVATE INVESTIGATION SERVICES) (More) [Primary Code]
	NAICS 561612	Security guards and patrol services (More)

Owner Ethnicity and Gender

ETHNIC GROUP	Black American
GENDER	

Location

COUNTY	Frederick (MD)
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Additional Information

MINORITY STATUS	African American
CERTIFIED SINCE	5/27/2016
CERTIFICATION NUMBER	16-263

Letters & Certificates

View	Letter Type	Format	Date Sent	Viewed In System By Vendor
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Related Letters & Certificates

These communications are saved to a related record.

View	Cert Type	Letter Type	Format	Date Sent	Viewed In System By Vendor
View as PDF	DBE	Annual Review - Annual Review Reminder	Letter	5/7/2021	✓
View as PDF	MBE	Annual Review - Annual Review Reminder	Letter	5/7/2021	-

<https://marylandmdbe.mdbecert.com/FrontPage/VendorMain.asp?XID=7278>

2/3



Response to RFQ for the West Virginia Public Service Commission Security Services

5.1.4 MDOT Certification Letter



Wes Moore
Governor
Aruna Miller
Lieutenant Governor
Paul J. Wiedefeld
Secretary

October 21, 2024

GREGORY WEST
SABERONE SECURITY SOLUTIONS
7820B WORMANS MILL ROAD
STE 238
FREDERICK, MD 21701

Re: ANNUAL REVIEW

Dear GREGORY WEST
(Cert # 16-263):

We are pleased to inform you that your company is eligible to continue participation in the programs and services listed on the last page.

Your current certification status can be found on the Maryland Department of Transportation's (MDOT) Directory of certified firms available online at <https://marylandmdbe.mdbecert.com/>. MDOT's online Directory is the official record of your firm's certification status. It is important that you review the accuracy of your listing in the Directory.

If you wish to expand the area(s) of work for which your firm is currently certified, you may request an expansion of services. Please submit your application using the online portal.

You may access the OMBE secure portal by logging into <https://marylandmdbe.mdbecert.com/>, and selecting "**Apply for Certification / Submit Annual Review / Submit a Change**", under the Business Applicant Certification section. In the Annual Review section use "Login" to enter your Username and Password, or "Lookup Account" or if this is your first time accessing the system. Please note that your Username is your email address.

For those unable to scan documentation, a fax option is available. The fax number is listed on the printable fax cover sheet in the document list section within the application.

Your firm must complete the annual review to maintain its certification. The OMBE will provide notification when it is time to begin the next annual review. If you have any questions regarding your certification status please contact the OMBE at 410-865-1269 or 1-800-544-6056.

It is important that you check your Directory listing and contact the OMBE at 410-865-1269 regarding corrections or changes. **You must inform OMBE of any change in circumstances affecting the firm's ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in the application within 30 days of the occurrence of the change.** View your listing at <https://marylandmdbe.mdbecert.com/>.

In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, **eMaryland Marketplace Advantage (eMMA)**. Visit www.procurement.maryland.gov to learn more.

The Governor's Office of Small, Minority & Women Business Affairs has oversight of the State's Minority Business Enterprise (MBE) Program. As a coordinating office under Governor Wes Moore, they connect small businesses to greater economic opportunities. Visit their website at www.goMDsmallbiz.maryland.gov for information on business development and training events, and to access a wide range of small business resources.

Sincerely,

Janice Walker-Emeogo
Director
Office of Minority Business Enterprise
Maryland Department of Transportation
Desk: (410) 865-1240
Fax: (410) 865-1309
Email: jwalker-emeogo@mdot.maryland.gov



Response to RFQ for the West Virginia Public Service Commission Security Services

Page 2
October 21, 2024

GREGORY WEST
SABERONE SECURITY SOLUTIONS
7820B WORMANS MILL ROAD
STE 238
FREDERICK, MD 21701

CERTIFICATION NUMBER: 16-263

PROGRAMS AND SERVICES LIST

Your firm is currently certified in the below programs and services. If you have any questions or concerns regarding the below information please contact the Maryland Department of Transportation's Office of Minority Business Enterprise at 410-865-1269 or 1-800-544-6056.

NAICS 561611 - DBE/MBE/SBE: INVESTIGATION AND PERSONAL BACKGROUND CHECK SERVICES (SPECIFICALLY:
PRIVATE DETECTIVE SERVICES, PRIVATE INVESTIGATION SERVICES)
NAICS 561612 - DBE/MBE/SBE: SECURITY GUARDS AND PATROL SERVICES



Response to RFQ for the West Virginia Public Service Commission Security Services

5.3 Appendix C: Project Bonding Requirements

To be provided at time of the contract award.



SaberOne Security Solutions, LLC (SOS) provides premier static, mobile, executive, and high-risk security and protection services to small, medium, and large commercial, non-profit, government, and private individuals and organizations.

UEI: IDKX92LFC7U9U5 **CAGE:** 7H0U6 **Frederick, MD** www.saberonesecurity.com

Who We Are

Collectively, our executive leadership has over 50+years of military, security, and law enforcement service including details at the U.S. Department of Homeland Security (DHS)/Federal Protective Service (FPS) and the U.S. Immigration and Customs Enforcement (ICE). Our employment of proactive security strategies provides prevention, presence, and protection against security threats. SOS is committed to being the leading security provider in the industry by providing innovative strategies, flexible solutions and in-house expertise coupled with meticulous attention to detail, excellent standards and cost-effective strategies for our clients.



- Maryland Department of Transportation (MDOT) – Disadvantaged Business Enterprise (DBE)
- MDOT – Minority Business Enterprise (MBE)
- MDOT – Small Business Enterprise (SBE)
- City of Frederick Purchasing Special Classification – AAM – MBE/DBE

Who We Serve

SOS has provided the following customers with Security and Protective Services:

- ❖ **Maryland Stadium Authority / Baltimore City**
 - Schools
- ❖ **Hampton Inn, Washington DC /White House**
- ❖ **CentroNia, Headquarters / Washington DC**
- ❖ **Maryland Department of Transportation /**
- ❖ **Maryland Transit Administration-Purple Line**
- ❖ **CertainTeed-Saint Gobain**
- ❖ **Skanska USA Civil-Howard Tunnel Project**
- ❖ **Amtrak-Frederick Douglas Tunnel Project**
- ❖ **Vanguard Management-Maryland**
- ❖ **Carnival Cruise Lines-Baltimore / Norfolk Va.**

NAICS CODES

561612 541513 541614 541690 611420
561613 541611 541519 541512 611430

Our Services

Security

- Armed/Unarmed Guards
- Executive Protection
- Construction Site Security
- Mobile Security Services
- Residential Patrol
- Emergency Response Team

Investigation & Surveillance

- Private Detective Services
- Background Investigation
- Surveillance & 24-Hr Monitoring Services

Defense Services & Risk Management Framework (RMF)

- Cybersecurity Auditing & Compliance
- Medical and Research Equipment, Software Analysis, and Compliance Validation

Program and Project Management Services

- Manage Programs & Projects to meet and exceed contractual requirements
- Software and Hardware Lifecycle Management
- 100% completion of training tasks

Network Engineering & Desktop Support

- Hardware/Software Configuration, Maintenance, and Support
- STIG and Patch Management Implementation & Validation

Corporate Governance & Privacy Management

- Writing & Developing Organizational Governance Policies, Processes, and Procedures
- Disaster Recovery & Business Continuity Planning and Implementation
- HIPAA, PHI, PII compliance
- Supply Chain Risk Management

Contact Us

Greg West, CEO gwest@saberonesecurity.com

(855) 722-3701



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
Service - Misc

Proc Folder: 2005552			Reason for Modification: Addendum No. 1
Doc Description: Security Guard Services - GSD Buildings			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-09	2026-07-15 13:30	CRFQ 0211 GSD2700000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
Addendum No. 1 1. To provide responses to the vendor technical questions, see attached. 2. Bid Clarification: The Agency is currently in the process of obtaining security software/equipment for monitoring of buildings. The Security Staff will be required to learn and operate this software and equipment once it is installed and in operation. 3. The Bid Opening Date & Time remains July 15, 2026, at 1:30 PM EST. No other changes.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security guard services	2964.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 See Exhibit "A" to input pricing.

Building 34 - estimated annual hours

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Security guard services	2223.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Building 53 - estimated annual hours

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Security guard services	2223.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Building 54 - estimated annual hours

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Security guard services	2470.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Building 55 - estimated annual hours

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 AM EST.	2026-07-08

SOLICITATION NUMBER: Addendum Number:

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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 GSD270000001 – Security Guard Services
Vendor Technical Question and Responses

Q1. What are the current bill rates for security officers across all the listed Skill Levels?

A1. The current contract bill rates have no relevance to current bids/solicitation.

Q2. What are the pay rates for all officers across all the listed Skill Levels?

A2. The current contract bill rates have no relevance to current bids/solicitation.

Q3. Are marked patrol vehicles required, if so, how many and for which locations?

A3. No.

Q4. Are any form of patrol systems employed to monitor patrols of the properties either already established, or required? If so, is it owned by the Agency, or is the Vendor expected to provide?

A4. Daily walk arounds/patrols of all campus inside and outside of the building and includes parking lots.

Q5. Are staff armed, unarmed or is a mixture of armed or unarmed staff required? If so, define where each type would be scheduled specifically.

A5. Staff are to be unarmed.

Q6. Are security staff required to carry, or permitted to carry any form of:

Restraints, such as handcuffs

Less-Lethal items, such as OC Spray, Tasers, Batons, ETC?

A6. Staff are to be unarmed.

Q7. Are security staff unionized or recognized under a collective bargaining agreement? If so, by which Union?

A7. N/A

Q8. What are the exact schedules, I.E. days of the week, and times of the day for each location?

CRFQ GSD270000001 – Security Guard Services
Vendor Technical Question and Responses

A8. Weirton (Building 34) 7:30a to 5:30p M-F
Clarksburg (Building 53) 7:30a to 5p M-F
Fairmont (Building 54) 8a to 5p M-F
Logan (Building 55) 7a to 5p M-F

Q9. 3.1.7.3.3 Outlines the Vendor will conduct the physical exam, confirming that our Management Team or designee may conduct, and attest to the fitness of staff, and that a physician is not required to attest to said fitness. Please confirm or clarify.

A9. A physician is not required to attest to said fitness.

Q10. 3.1.7.4.1 Minimum Training Before Assignment outlines that training must be conducted prior to assignment by approved instructors with approved training materials. I have several questions on this:

Who provides the training modules, meaning the actual course material. Is it something already possessed by the Agency, or must the Vendor create these and submit for approval?

Instructors, what specific criteria does the Agency look for or require for their approval? What is the process for instructors to be considered approved?

A10. The maintenance worker will show them the buildings and surrounding areas. There will need to be training on new computer/cameras software after GSD gets it installed at a later date.

Q11. Is there an established minimum hours per location and / or post for initial OJT? If not, what are the average hours of OJT?

A11. See answer 8.

Q12. 3.1.8.2.4 Defines C, Use of Vehicles. It is not mentioned anywhere in the RFP that the Vendor must provide Patrol Vehicles for use. Does the Agency provide vehicles for Vendor employees use? Are Vendor employees expected to use their personal vehicles in the commission of Security duties? If so, does the Agency provide the Vendor employees with appropriate commercial vehicle insurance and / or commercial vehicle registration (if applicable) for this purpose?

A12. Vehicles will not be needed or required for patrol of facilities covered in this solicitation.

CRFQ GSD270000001 – Security Guard Services
Vendor Technical Question and Responses

Q13. 3.1.10.1.1 Defines Skill Levels, and the requirement that Staff must maintain these as requested. It also speaks of pay and billing concerning these skill levels. This brings up several questions:

Which locations require what Skill Level Officers? What are the exact shifts?

Security Guard III/ Shift Supervisor is defined – where are these required, what specific schedule per location will these be employed?

Seargent & Lieutenant IV/ Site Supervisor is defined, where are these required, what specific schedule per location will these be employed?

A13. All four buildings will only require a Security Guard II. Each security guard will be required to learn and use the Agency's surveillance/monitoring software once the Agency puts it in place. This software is currently not in place, but will be put into place at a later date during the duration of this contract.

Q14. The Security Guard Request Form outlines 4 regions, but does not define the regions themselves. What are these regions?

A14. The 4 Regions being the 4 Facilities located in Weirton, Clarksburg, Fairmont and Logan.

Q15. Is the Vendor able to increase the bill rates and wages upon the optional renewal terms, or must the bill and wage rates provided now remain in effect if the optional years are exercised?

A15. Vendors are eligible to request an increase upon renewal, however vendors must demonstrate their increase in operating costs and that demonstration must be approved by the Agency. The Agency has the right to deny the request to increase.

Q16. In regard to the attached RFQ is there anything that needs completed by the Vendor on Exhibit B - Security Guard Request Form?

A16. No action is needed from the Vendor in regard to this exhibit. It is just the form the Agency will use along with the Agency Delivery Order (ADO) to request services at each building.

Q17. Also, do you have any information on the below:

- **Shift schedules**
- **On-Site Supervisor coverage requirements**

CRFQ GSD270000001 – Security Guard Services
Vendor Technical Question and Responses

A17. Defer to answer 8.

Q18. When is the projected start date for this contract?

A18. September 1st, 2026.

Q19. Is security staff needed typically to work on state holidays?

A19. No.

Q20. Is the permanent coverage mainly during the day Monday-Friday or weekends as well?

A20. Monday - Friday, no weekends.

Q21. Please confirm that the Agency will require only those insurance limits expressly set forth in the solicitation and resulting contract, and that the existence of higher insurance limits maintained by a Vendor will not create any obligation to provide, dedicate, or make available coverage in excess of the limits required by the solicitation.

A21. See “Section 8. Insurance” of the General Terms and Conditions attached in the solicitation documents for Insurance Requirements.

Q22. Please confirm that Section 36 does not require the Vendor to indemnify, defend, or hold harmless the State or Agency for any claims, damages, losses, or liabilities caused by the negligence, fault, or misconduct of the State, Agency, or their respective officers, employees, or agents.

A22. “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.”

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 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.

Company

Gregory R. West

Authorized Signature

Date

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

CertainTeed (Saint-Gobain)
Vinyl Siding Products Group
10131 Governor Lane Blvd
Williamsport, MD 21795

July 9, 2025

To Whom It May Concern,

I am pleased to recommend SaberOne Security Solutions, LLC. In January 2025, CertainTeed (Saint-Gobain) engaged SaberOne to provide unarmed security guard services, delivering 24/7 coverage at our Williamsport, Maryland manufacturing facility.

SaberOne has consistently demonstrated professionalism, dependability, and responsiveness. Their guards maintain a visible presence, helping deter unauthorized access while ensuring a safe and welcoming environment for our employees and visitors. They follow established procedures, provide timely incident reports, and adapt quickly to any operational changes.

Key highlights of SaberOne's service include:

Reliable Coverage: Guards arrive on time and maintain consistent, around-the-clock vigilance.

Professional Conduct: Security personnel interact respectfully with all individuals and support our facility operations seamlessly.

Strong Communication: Management is responsive and proactive, making adjustments as needed to meet evolving site needs.

SaberOne has been an asset to our team, and I highly recommend them to any organization seeking professional and trustworthy security services.

For more information, please contact me at (301) 582-5522 or (240) 675-8986.

Sincerely,

Daniel Slough
Facility Maintenance Supervisor
CertainTeed (Saint-Gobain)

Maryland Transit Solutions MTS
Purple Line Project
5700 Rivertech Court
Riverdale, MD 20737

July 9, 2025

To Whom It May Concern,

I am pleased to provide this letter of recommendation for SaberOne Security Solutions, LLC. In April 2025, Maryland Transit Solutions (MTS) brought SaberOne on board to deliver unarmed security services, providing 24/7 coverage in support of the Maryland Purple Line Project.

The Purple Line is a complex, high-visibility infrastructure initiative, and the need for consistent, professional security at various construction sites cannot be overstated. SaberOne has proven to be a reliable and valued partner, maintaining a strong presence and contributing significantly to the safety and operational flow of our project zones.

Their guards are not only dependable and punctual but also show a deep understanding of the security nuances associated with large-scale, multi-stakeholder transportation projects. They are well-versed in safety protocols and demonstrate excellent judgment when interacting with personnel, contractors, and members of the public.

Key strengths of SaberOne's service include:

Continuous 24/7 Coverage tailored to construction timelines and site activity levels

Professionalism and Courtesy from all assigned staff

Flexibility and Responsiveness from leadership, particularly during schedule shifts and high-traffic operations

SaberOne has consistently delivered peace of mind throughout the project. I confidently recommend them to any organization seeking dependable security solutions for complex infrastructure work.

For more details, I can be reached at (361) 443-9197.

Sincerely,

Gabriel Menendez-Pidal
Contracts Manager
Maryland Transit Solutions MTS
Purple Line Project

Skanska USA Civil
1800 Washington Blvd, Suite 415
Baltimore, MD 21230

12/10/2024

To Whom It May Concern:

With great enthusiasm, I write this recommendation letter for SaberOne Security Solutions, LLC. Skanska USA Civil contracted SaberOne to provide armed guard services for the Howard Street Tunnel (HST) Project, a transformative infrastructure initiative from Baltimore to Philadelphia. Their contract, which commenced in April 2024 and will extend through March 2026, has been marked by exceptional performance.

SaberOne Security Solutions has consistently demonstrated professionalism, reliability, and adaptability in supporting the HST Project. Their role is vital, ensuring the security and safety of the critical construction site of the Maryland location (2150 Gable Ave, Baltimore). This project involves designing and constructing vertical clearance improvements at 22 locations along the I-95 Rail Corridor, enabling double-stack rail transport to and from the Port of Baltimore. SaberOne's ability to protect personnel, equipment, and operations has significantly contributed to the seamless progression of this complex endeavor.

Key attributes of SaberOne Security Solutions' performance include:

1. **Excellence in Service:** Their guards are highly trained, responsive, and consistently exceed expectations in maintaining a secure environment.
2. **Adaptability:** Given the HST Project's multi-state scope and intricate logistics, SaberOne has effectively coordinated with various stakeholders to ensure uninterrupted operations.
3. **Professionalism:** Their leadership and staff uphold the highest standards of integrity and accountability, fostering trust and collaboration with Skanska and other partners, including CSX. SaberOne guards received CSX training certification.

SaberOne's commitment to excellence has made them an invaluable partner on this high-profile project. Their proactive approach to security has safeguarded the project and bolstered its reputation as a model of operational efficiency and safety.

I highly recommend SaberOne Security Solutions, LLC, for any project requiring superior security services. They have proven to be an asset to Skanska and the broader HST Project team, and I am confident they will bring the same level of expertise and dedication to any future endeavors.

Please don't hesitate to contact me at (571)591-5947 or bryan.nelson@skanska.com for further details about SaberOne's outstanding contributions.

Sincerely,

Bryan Nelson

Bryan Nelson
Field Engineer
Skanska USA Civil



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
Service - Misc

Proc Folder: 2005552			Reason for Modification: Addendum No. 1
Doc Description: Security Guard Services - GSD Buildings			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-09	2026-07-15 13:30	CRFQ 0211 GSD2700000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

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

ADDITIONAL INFORMATION
Addendum No. 1 1. To provide responses to the vendor technical questions, see attached. 2. Bid Clarification: The Agency is currently in the process of obtaining security software/equipment for monitoring of buildings. The Security Staff will be required to learn and operate this software and equipment once it is installed and in operation. 3. The Bid Opening Date & Time remains July 15, 2026, at 1:30 PM EST. No other changes.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security guard services	2964.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 See Exhibit "A" to input pricing.

Building 34 - estimated annual hours

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Security guard services	2223.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Building 53 - estimated annual hours

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Security guard services	2223.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Building 54 - estimated annual hours

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Security guard services	2470.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
 Building 55 - estimated annual hours

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 AM EST.	2026-07-08

	Document Phase	Document Description	Page 5
GSD2700000001	Final	Security Guard Services - GSD Buildings	

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
Service - Misc

Proc Folder: 2005552			Reason for Modification:
Doc Description: Security Guard Services - GSD Buildings			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-01	2026-07-15 13:30	CRFQ 0211 GSD2700000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : SaberOne Security Solutions, LLC

Address : 5501

Street : Buckeystown Pike, Ste. 250

City : Frederick

State : Maryland **Country :** Frederick **Zip :** 21704

Principal Contact : Greg West

Vendor Contact Phone: 855-722-3701 **Extension:** 0

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

**Vendor
Signature X**

FEIN# 47-4744998

DATE 07/14/2026

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

ADDITIONAL INFORMATION

Security Guard Services

The West Virginia Purchasing Division is soliciting bids, on behalf of the Department of Administration, General Services Division, to establish a Contract for the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security services of unarmed guards for various buildings and grounds throughout West Virginia, per the Terms and Conditions, Specifications, and other documents. See attached documents.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security guard services	2964.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:

See Exhibit "A" to input pricing.

Building 34 - estimated annual hours

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Security guard services	2223.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:

Building 53 - estimated annual hours

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Security guard services	2223.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Building 54 - estimated annual hours

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Security guard services	2470.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
Building 55 - estimated annual hours

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 AM EST.	2026-07-08

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. **PRE-BID 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. 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.

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.

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 non-binding.

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

Submission Deadline: July 8, 2026, 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 wvOASIS, 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 wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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

Bid Opening Date and Time: July 15, 2026, 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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

14. **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.

14A. 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.

15. 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.

16. 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 § 148-1-4.7.

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

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **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 wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **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.

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 three (3) 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.

☐☐☐☐

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.

☐

☒ Certificate Holder should indicate:
General Services Division
1900 Kanawha Blvd. E
Charleston, WV 25305

☐☐

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 hearth, 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.

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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

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

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

Security Guard Services

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids, on behalf of the Department of Administration, General Services Division, to establish a Contract for the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security services of unarmed guards for various buildings and grounds throughout West Virginia. The service may be 24 hours per day, 365 days per year, depending on each State Agency’s requirements for this service. The resulting contract may be used by all West Virginia State Agencies and political subdivisions within all 55 counties.

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 Agency – The term “Agency” as used herein means the State of West Virginia and any agency, quasi-agency, or political subdivision of the State of West Virginia receiving services under this contract and may be used interchangeably with the term “State” where appropriate.

2.2 “Contract Item” or “Contract Items” means the list of items identified in Section 3, Subsection 1 below.

2.3 “OJT” means on-the-job training.

2.4 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

2.5 “State” means the state of West Virginia and any or all of its agencies, quasi-agencies, or political subdivisions and may be used interchangeably with the term “Agency” where appropriate.

2.6 “YTD” means year-to-date.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agencies with the Contract Items listed below on an open-ended and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 SECURITY GUARD SERVICES

3.1.1.1 VENDOR QUALIFICATIONS/REFERENCES: To qualify to receive an award of this contract, bidders:

- a.** Must have been operating business entity since January 1, 2019.
- b.** Must have provided security services as described herein since January

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1, 2021

- c. Must provide a statement of the total number of years the bidding entity has been provided with security services.
- d. Should provide (2) references for whom the bidding entity has provided security services in each Region being bid.
- e. Should submit the following information to Purchasing with their bid, but must provide prior to contract award:
 - i. Full legal name of the bidding entity.
 - ii. The date the business entity was established.
 - iii. Email, Telephone, and fax numbers of the bidding entity.
 - iv. The telephone number where personnel of the bidding entity can be reached 24 hours a day.
 - v. FEIN or Social Security number of the bidding entity
 - vi. Number of full-time employees as of August 1, 2021
 - vii. Normal hours of operation

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

3.1.2 SCOPE OF WORK:

3.1.2.1 General Staffing: Vendor shall provide qualified, trained security guards to various facilities and agency locations of the State. Vendor shall provide the following services, including, but not limited to:

- 3.1.2.1.1** Security services for buildings, facilities, grounds, parking, and rights-of-way for employees and visitors, customers, and vendors;
- 3.1.2.1.2** Emergency response (contact local law enforcement, local emergency services, etc.;
- 3.1.2.1.3** Patrol/rover monitoring services (building, grounds, parking, etc.;
- 3.1.2.1.4** Report damages, leaks, falling debris, etc.;
- 3.1.2.1.5** Access control;
- 3.1.2.1.6** Technology control station monitoring;
- 3.1.2.1.7** Daily briefings, if requested by the agency and next shift guard;
- 3.1.2.1.8** Other related security/monitoring services as needed.
- 3.1.2.1.9** The service requirements vary by location and may require coverage for 24 hours per day, 365 days per year.
- 3.1.2.1.10** Vendor must reply to the requesting agency's general staffing request within forty-eight (48) hours of the submitted request to confirm the following:
 - (a) The ability to supply the general staffing request, or
 - (b) The inability to supply the general staffing request, which will act as a waiver from the vendor and must be retained in the State agency file to allow the staffing request to be procured from another supplier.

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3.1.2.2 Special Staffing: In addition to the standard and routine office hours worked by Vendor's security guards per week, Vendor must provide security guard coverage for any given number of unplanned, special events ("Specials"). Such Specials can involve providing access control or overnight security at sites of special events, facility repairs, or construction activity. These Specials can occur anywhere within the State of West Virginia.

3.1.2.2.1 The service requirements vary by location and may require coverage of 24 hours per day for extended periods.

3.1.2.2.2 Vendor must reply to the requesting agency's special staffing request within twenty-four (24) hours of the submitted request to confirm the following:

- (a) The ability to supply the special staffing request, or
- (b) The inability to supply the special staffing request.

3.1.2.3 Emergency Staffing: In the event the Agency determines that a situation is an emergency, the Agency may request additional security guard coverage.

3.1.2.3.1 Vendor shall provide the additional emergency security guard coverage requested within eight (8) hours of the submitted request.

3.1.2.3.1.1 The service requirements vary by location and may require coverage of 24 hours per day for extended periods.

3.1.2.3.1.2 Vendor must reply to the requesting agency's emergency staffing request within two (2) hours of the submitted request to confirm the following:

- (a) The ability to supply the emergency staffing request,
or
- (b) The inability to supply the emergency staffing request.

3.1.2.4 Independent Contractor: The Vendor and its agents shall offer services to the Agency as an independent contractor and shall accept the requirements of these specifications as the requirements necessary to perform the function of a commercial guard service at a professional and sustained level of service.

3.1.3 TURNOVER CONTROL:

3.1.3.1 Turnover in the total number of security guards provided to the State shall not exceed 25% per annum or 30% in one quarter.

3.1.3.2 Should turnover exceed these limitations, the Vendor shall, at their own expense, provide all training previously provided as necessary to ensure that the replacing security guards possess a level of skill equal to the security guards who have terminated service.

3.1.3.3 Vendor shall make all reasonable efforts to minimize attrition among trained,

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qualified security guards.

3.1.4 REPLACEMENT OF EQUIPMENT PROVISIONS:

3.1.4.1 The Vendor shall bear the cost of repair and/or replacement of any equipment provide by the Agency for use in performing the security services that is rendered inoperative because of misuse, or abuse of the contract employee using the equipment, (or failing to provide reasonable care and security,) or due to a failure to provide the contract employee with training sufficient to operate the equipment in a normal, safe, and effective manner.

3.1.4.1.1 This provision shall not apply to equipment failure mutually agreed by the Agency and the Vendor as having occurred as a result of normal use or wear.

3.1.5 REPORTING REQUIREMENTS:

3.1.5.1 Reporting & Documentation of Incidents: The Vendor or his designee shall be responsible for providing both a written and oral report of any incident that occurs on any shift at the close of that shift period. This report shall be provided to the shift supervisor. An incident is defined as, but not limited to, the following:

3.1.5.1.1 Any apparent or suspected criminal attack exercised against the Agency, its assets, or personnel, including the employees of the contractor assigned to the site or any authorized or unauthorized visitors thereon.

3.1.5.1.2 Any criminal or civil charges brought against the Vendor or its personnel as they may relate to the contracted service.

3.1.5.1.3 Any apparent trespass of the Agency's property.

3.1.5.1.4 Any verbal or physical confrontation resulting between a contract employee and an Agency employee or guests or visitors on the campus.

3.1.5.1.5 Any performance failure of the Vendor.

3.1.5.1.6 Any federal, state, or county regulatory requirement in which the Vendor is in noncompliance.

3.1.5.1.7 Any equipment or system failure associated with the performance of the contracted service.

3.1.5.1.8 Any fire or unsafe condition existing within the Agency's environment and observed by or reported to a contract employee, and emergency actions taken by the contract employee to eliminate or improve such conditions.

3.1.5.1.9 Any incident in which procedures governing the safe and orderly operation of the site are violated.

3.1.5.2 General Reporting Requirements: The Vendor **shall** provide to the Agency written reports as identified in substance and frequency set forth below. These reporting requirements shall not be considered exclusive, and the Agency may, at its discretion, identify and request other information

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relating to the contracted service. All documentation submitted under this subsection will be certified by signature as being true and correct.

3.1.5.2.1 Required Reports, Report Contents, and Due Dates:

3.1.5.2.1.1 Billing report: Vendor shall submit a Billing report to each Agency receiving services under this contract and should contain the following items: Name of the officer, skill level assigned, billing rate, days, hours per day and locations worked, and a total amount due and payable.

3.1.5.2.1.1.1 The Billing report will be due on Tuesdays on a bi-weekly basis (every other Tuesday).

3.1.5.2.1.2 Personnel Turnover Report: Vendor shall submit a Personnel Turnover report to each Agency receiving services under this contract **quarterly on March 10, June 10, September 10, and December 10 of each year.**

3.1.5.2.1.2.1 The Personnel Turnover report shall contain the percentage of turnover the vendor experienced in its security guard services provided to the Agency for each month of the quarter and for the entire quarterly period.

3.1.5.2.1.3 Summary of Service Report: Vendor shall provide an Hours-of-Service report to each Agency receiving services under this contract on the **10th day of each month.** The Hours-of-Service report shall include a listing of the hours of service performed by post, a summary of the service provided, and the compensation rate paid.

3.1.5.2.1.4 Training report: Vendor shall provide the Training report to each Agency receiving services under this contract on the **10th day of each month.** The training report should contain the following items: Name of the individuals completing the training, designation of classroom or on-the-job training, number of hours trained, and training topics covered.

3.1.5.2.1.5 Proof of License Renewal and Insurance: Vendor shall provide proof that all applicable licenses and insurance have been renewed to each Agency receiving services under this contract. Such proof shall be provided in a form acceptable to each Agency **on November 10 of each year.**

3.1.5.2.1.6 Compliance and Noncompliance Reporting: The requirements set forth in this document pertain to the form and substance in which work shall be administered.

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The successful Vendor shall adhere to these requirements and shall notify the Agency of any noncompliance prior to occurrence, if possible, but no later than five business days after occurrence.

3.1.5.2.1.7 Employment Reporting: The Vendor shall provide the Agency with a list of all Vendors' employees on a regular basis and upon request who are currently assigned to this contract, potential candidates for assignment to this contract or are temporary assignment to this contract.

3.1.7 SECURITY GUARD REQUIREMENTS:

The requirements set forth in this section pertain to the quality and performance capability of security guards assigned to this contract service. In the event specific requirements set forth herein are in conflict with any government regulations, the government regulations shall prevail.

3.1.7.1 Candidate Minimum Qualifications: Each candidate Vendor considered for performance of this contract shall have the minimum qualifications listed below prior to beginning the training process. Experience may be considered as a substitute for certain minimum qualifications when appropriate. To meet the minimum qualifications for performing under this contract, Vendor's employees must:

3.1.7.1.1 Be 18 years of age or older.

3.1.7.1.2 Have a high school diploma or equivalent written examination.

3.1.7.1.3 Have a valid motor vehicle operator's license (when operation of motor vehicle is required).

3.1.7.1.4 Pass a background check as outlined below:

3.1.7.1.5 Pass a physical examination and drug test as outlined below.

3.1.7.1.6 Pass a physical fitness test as outlined below.

3.1.7.1.7 Complete the required training as outlined below.

3.1.7.1.8 Pass a written, validated examination developed by the Vendor that is indicative of the candidate's ability to understand and perform the duties to be assigned.

3.1.7.1.8.1 Examinations must meet criteria that impartially measure the knowledge or skills required for the particular job or class of jobs the candidate seeks or that impartially affords the employer a chance to measure the applicant's ability to perform the job or particular class of job.

3.1.7.2 Background Check: All potential security guards proposed for service under this contract must have a complete background check performed by Vendor at Vendor's sole cost. The background check will include but not be limited to:

3.1.7.2.1 A credit check.

3.1.7.2.2 Confirmation of previous employment.

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3.1.7.2.3 Verification of references.

3.1.7.2.4 Criminal record check on the State and Federal level.

3.1.7.2.5 Driver's license verification and background information.

3.1.7.2.6 Fingerprint validation by West Virginia State police.

3.1.7.2.7 Five years of employment and neighborhood experience (when possible).

3.1.7.2.8 All security guards submitted by Vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal) and must have a credit report acceptable to the Agency.

3.1.7.2.9 A copy of the fingerprint validation report shall be submitted to the Agency when the security guard is assigned to the contract. Under no circumstances shall a guard be assigned to this contract without the fingerprint validation report first being submitted to the Agency.

3.1.7.2.10 The Vendor shall present the results of the background check to the Agency for consideration prior to assigning any security guard to perform under this contract.

3.1.7.2.10.1 The Agency may accept a Vendor's manager's certified report (must be dated, signed and notarized) that a background investigation was conducted in accordance with the stipulations stated herein and that an impartial review revealed that no information was discovered during the investigation that would be harmful to the Agency's interests by assigning the candidate to the contract. The Agency reserves the right to obtain copies of background investigations.

3.1.7.3 Physical Examination, Drug Test, and Physical Fitness Testing:

3.1.7.3.1 Physical Examination: Security guards assigned to this contract must pass a physical examination by a licensed Physician prior to being assigned to perform under this contract and **annually** thereafter.

3.1.7.3.1.1 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. A security guard will be deemed to have a sight limitation if the security guard's vision is not corrected to 20/20 or better.

3.1.7.3.1.2 All costs for the annual physical examination will be the responsibility of the Vendor.

3.1.7.3.2 Drug Testing: Security Guards assigned to this contract must pass a drug test prior to being assigned to perform under this contract and **annually** thereafter.

3.1.7.3.2.1 A guard is deemed to have passed the drug test if the guard is found to be free of all illegal and performance-impairing substances (including alcohol).

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3.1.7.3.2.2 Drug testing (other than random screens mentioned below) shall be performed at the vendor's discretion.

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

3.1.7.3.3 Physical Fitness Testing: Security Guards assigned to this contract must pass a physical fitness test prior to being assigned to perform under this contract and **annually** thereafter. The test will be conducted by the Vendor, and verification will be provided to the Agency upon successful completion.

The physical fitness testing standards will require that any potential guard be capable of the following physical tasks:

3.1.7.3.3.1 Walking or running a distance of 360 yards in three minutes or less.

3.1.7.3.3.2 Ascending six floors of stairs in 2 minutes or less.

3.1.7.3.3.3 Heavy lifting (45 pounds minimum).

3.1.7.3.3.4 Heavy carrying (45 pounds 100 yards minimum).

3.1.7.3.3.5 Fully extending arms up to a 90-degree angle from the shoulder.

3.1.7.3.3.6 Capable of walking or standing continuously (minimum of 4 hours).

3.1.7.3.3.7 Repeated bending at the waist and knees (minimum 10 repetitions).

3.1.7.3.4 Testing Failure:

3.1.7.3.4.1 If a potential security guard fails the physical examination, drug testing or physical fitness testing, the guard shall not be employed to perform services under this contract.

3.1.7.3.4.2 If a security guard already employed to provide services under this contract fails the drug testing, Vendor shall immediately remove the security guard from service under this contract.

3.1.7.3.4.3 If a security guard already employed to provide services under this contract fails the physical examination or physical fitness testing in subsequent years, the guard will be required to be retested within 60 calendar days after the date of the failed test.

3.1.7.3.4.4 If the guard fails either test for the second time, the guard will be removed from assignment from this contract until such time as the guard can successfully pass the physical examination and physical fitness test.

3.1.7.3.4.5 Physical fitness testing requirements may be waived for guards in certain application/positions by an Agency provided the requesting Agency specifically identifies the waived physical fitness requirements in writing to

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the Vendor on the Security Guard Request Form in the Agency Instructions Box (see **Exhibit B**).

3.1.7.4 Minimum Training Before Assignment: The Vendor must provide the training set forth below to each security guard before assignment to the Agency's service under this contract or provide evidence acceptable to the Agency that the security guard has an equivalent skill level to that established in the training program.

3.1.7.4.1 All training and instruction shall be provided at the Vendor's expense. All training modules must have the advanced approval of the Agency and instructors must have the experience and qualifications, satisfactory with the Agency, necessary to provide instruction. The required pre-assignment training includes the six modules listed below, but an Agency, at its sole discretion, reserves the right to require additional training if it deems such additional training necessary.

- a. **Module 1: The Security Responsibility (2 hours)*** The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; and report writing and documentation.
- b. **Module 2: The Protected Environment (1.5 hours)*** The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.
- c. **Module 3: Legal Powers and Limitations (3 hours)*** This module shall include a discussion of the philosophy of prevention versus apprehension; the concept of timely intervention in a developing situation; the limitations of arrest powers and the agency's requirements in these matters; the use of force and the need to establish ability, opportunity, and jeopardy to self and others; and the limitations on search and seizure and the Agency's requirements in these matters
- d. **Module 4: Standard Operating Procedures (3 hours)*** This module shall include a description of entry-level job responsibilities pertaining to assignment to Agency's premises; basic administrative practices of the Agency; familiarization with Agency procedures and documentation practices; identification of the Agency's access-control and alarm systems; and handling confrontations on Agency's premises.
- e. **Module 5: Emergency Practices (2 hours)*** This module shall include identification and discussion of types of emergencies that may occur and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb

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threats, power failure, vehicle accidents, personal injury/illness and workplace violence.

f. Module 6: Review (1 hour)

3.1.7.5 Minimum Training for Limited Assignment Personnel (Special and Emergency Staffing): Temporary limited assignment of Vendor's personnel above and beyond the normal staff of security guards may be required during peak periods such as the legislative session or other special high foot and vehicle traffic events. In any event, no assignment of any individual temporary guard may exceed sixty (60) calendar days. Any individual assigned as a temporary employee must complete the following three training modules prior to providing temporary service under this contract.

a. Module 1: The Security Responsibility (2 hours) The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; report writing and documentation.

b. Module 2: The Protected Environment (1.5 hours) The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.

c. Module 5: Emergency Practices (2 hours) This module shall include identification and discussion of types of emergencies that may occur, and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and workplace violence.

3.1.8 Probationary Period:

3.1.8.1 Probationary Period Defined: The Vendor shall assign employees to the Agency's premises with the understanding that the first 90 calendar days (for all skill level categories) that assignment is considered probationary. During this probationary period the Agency may, at their own discretion, require that the Vendor's employee be removed from the contract. On completion of the probationary period, the Agency will request removal of a vendor employee for cause only. **NOTE:** On completion of the probationary period, the classification/skill level of security guard will remain unaltered.

3.1.8.2 On-the-job Training (OJT): During the probationary period of any individual, the Vendor shall provide on-the-job training as outlined in the modules below but may also include other matters as Vendor or Agency deem appropriate.

3.1.8.2.1 On-the-job training may only be conducted under the direct supervision of a qualified security guard (approved by the Agency) who has, by practice and experience, a working knowledge of all of the Agency's practices and procedures relating to the safety and

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security matters of the site.

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

3.1.8.2.3 On-the-job training will be conducted during periods when the trainee is exposed to the maximum learning opportunity as it relates to activity and the ability to participate in active occurrences under the supervision of the senior security guard.

3.1.8.2.4 The training will involve the trainee in live performance experience in the areas identified for such time periods as may be deemed reasonable by the instructor for a trainee to learn the complexities of each task. At such time as the assigned training security guard advises that the trainee has mastered the requirements of a particular area, a new area of training will be undertaken.

NOTE: In no cases shall the on-the-job training requirement be less than stated above, regardless of the entry-level experience of the trainee. The learning emphasis will be as follows:

On-the-job 1: Prevention/Protection

- A. Patrol requirements
- B. Communication system uses and procedure.
- C. Use of vehicles
- D. Hazard identification: initial action and reporting
- E. Identification systems
- F. Package screening procedures
- G. Agency/Vendor reporting requirements
- H. Receiving dock operations and procedures
- I. Response to fire and intrusion alarms and reports
- J. Responsibilities of individual posts for timely intervention response to alarms and emergency situations
- K. Traffic and parking control and enforcement
- L. Specific escort requirements
- M. Appearance, bearing, and demeanor.

On-the-job 2: Enforcement

- A. Techniques of handling confrontations with Agency's employees, visitors and contractors
- B. Techniques of handling normal business contacts with Agency's employees, senior executives, visitors, special guests and contractors
- C. Specific post instructions
- D. Enforcement responsibilities of Agency's procedures and regulations
- E. Review of criminal law procedures regarding potential site

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confrontations

- F. Documentation of and preservation of evidence
- G. Limitations on search and seizure
- H. Proper report writing

On-the-Job 3: Emergency Procedures

- A. Basic first aid practices
- B. Firefighting practices
- C. Evacuation practices
- D. Bomb search practices
- E. Power failure practices

On-the-Job 4: special Equipment Training

- A. Operation of vehicles
- B. Operation of radio communication systems
- C. Console operation practices
- D. Operation of computerized alarm and access control systems
- E. Operation of Closed-Circuit Television system for monitoring and tracking.

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

3.1.10 Skill Level Categories: The Vendor is advised that beyond the status of probationary guard, security guards assigned to the Agency under this contract may qualify for four distinct skill levels. A general description of each skill level is provided below in an ascending skill level from least skilled to most skilled. A probationary security guard must have successfully completed a minimum of 12.5 hours of classroom training and the prescribed on-the-job training to be considered qualified to fill the least-skilled category. Differential requirements of each skill level must be validated before a guard is assigned to work at that skill level. It is the requirement of the Vendor to ensure the validation is complete and accurate. At any time, the Agency may request and Vendor shall provide documentation to verify that an individual meets the qualifications of a particular skill level.

3.1.10.1 Service Request: Vendor shall provide a security guard at the skill level requested by the Agency and shall continue to provide a security guard at the requested skill level until such time as the Agency determines, in its sole discretion, that a security guard of a differing skill level is required and makes a request for a security guard of a differing skill level.

3.1.10.1.1 If a security guard providing services to an Agency under this contract advances in skill level, the Vendor shall continue to provide the security guard at the original hourly price for the

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skill level requested until such time as the Agency, in its sole discretion, determines that it requires a security guard of a higher skill level.

3.1.10.1.2 If the vendor is unable to provide a security guard at the requested skill level, the vendor shall supply a security guard with a higher skill level at the original requested skill level hourly billing rate.

3.1.10.1.2.1 Providing a security guard with a lower skill level than that requested is not permitted.

3.1.10.2 Failure to Provide Security Guards: The inability to provide security guards at the service level requested or an acceptable substitute as provided for in the Service Request section above are grounds for contract cancellation.

Security Guard Skill Levels:

1. Probationary Security Guard I - shall have completed:

- a) Security Officer Orientation
- b) Role of the Security Officer
- c) Report Writing
- d) Legal Powers and Limitations
- e) Preventing Discrimination & Harassment
- f) Emergency Procedures
- g) Bloodborne Pathogens
- h) Access Control
- i) Communications & Public Relations
- j) Customer Service
- k) Professionalism & Ethics
- l) Use of Force
- m) Workplace Violence
- n) Site OJT

2. Security Guard II - shall have completed Security Officer 1 training and the following:

- a) Fire Safety Officer
- b) Physical Security & Loss Prevention
- c) Patrol
- d) Crime Prevention & Response
- e) Workplace Safety
- f) Advanced Report Writing
- g) Preventing Workplace Violence
- h) Emergency Situations
- i) Dealing with Aggressive Behavior
- j) Ready Response

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3. Security Guard III/ Shift Supervisor – shall have completed Security Officer 1 and 2 training and the following:

- a) Customer Relations
- b) Time Management
- c) Basic Investigations
- d) Cultural Diversity
- e) Strikes, Pickets, & Crowd Control

4. Sergeant & Lieutenant IV/ Site Supervisor – shall have completed all Security Officer 1, 2 and 3 training and the following:

- a) Interpersonal Communications
- b) Managing Conflict
- c) Interviewing Witnesses & Suspects
- d) Teamwork
- e) Principals of Leadership

NOTE: Before any Security Guard is advanced in rank a report of the training completed shall be provided by the Vendor to the site client contact for written approval. As the Agency, in its sole discretion, determines that it requires a security guard of a higher skill level.

3.1.11 Performance Evaluation (Joint Evaluation):

The Agency and Vendor shall be responsible for performing, documenting, and making a performance evaluation of each contract employee, no less than twice annually. The evaluation results conducted by the Agency must be submitted to the Vendor for its review and approval. The evaluation will include an appraisal of the following areas:

- a. Appearance, bearing, and demeanor.
- b. Attitude, reliability, and punctuality
- c. Technical knowledge and skill of performance requirements
- d. Procedural knowledge of Agency requirements
- e. Leadership capability and potential
- f. Special areas of competence
- g. Physical testing reports (Vendor Report Only)

3.1.12 On-site Supervisory Responsibilities (for each shift):

This guard will be responsible for the control and accuracy of time records for all contract personnel and exercise overall supervision and direction of the guard force. The minimum acceptable skill level for this section shall be Security Guard III/Shift Supervisor.

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3.1.13 Shift Continuity:

The Vendor shall ensure that resources are available for the Vendor to coordinate multiple shift operations.

3.1.13.1 Security guards **will not** leave their post until relieved by the corresponding officer posted to the next shift.

3.1.14 Alternate Replacement Personnel:

The Vendor may, from time to time, identify a need for additional alternate security guards to fulfill a temporary service or relieve vacations and sickness of permanent personnel. In such instances the Vendor and Agency will evaluate the minimum skill requirements and pre-screening practices required based on the available lead time and the nature of temporary assignment to meet the service needs.

3.1.15 Uniforms:

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

3.1.15.2 Badges and other insignia to be worn on the security guards' uniforms will be in accordance with any state law that may apply. Vendor shall supply individual name badges for all guards.

3.1.15.3 Vendor(s) are required to submit pictures of uniforms with all badges as proposed (including cold weather gear) upon request.

3.1.16 Personal Appearance:

To enhance public respect and recognition, employees shall strive to keep a neat and clean appearance while on duty. It shall be considered unacceptable conduct for uniformed guards to practice poor personal hygiene or poor grooming habits in their personal appearance while in the performance of their duties.

3.1.16.1 Appearance and Personal Hygiene: The following rules govern the appearance and personal hygiene issues of any security guard providing service to the Agency under this contract.

3.1.16.1.1 Male and Female Employees:

- a)** Body piercing (with the exception of earrings for female employees) which is visible anytime while on duty and/or in uniform is prohibited.
- b)** Necklaces may be worn but shall not be visible.
- c)** A bracelet may be worn only if it contains medical information concerning the member and does not create a safety hazard.
- d)** No more than one ring shall be worn on each hand except that a combination engagement and wedding band may be

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worn by females.

- e) Rings shall not have sharp edges that would create a hazard to the employee when wearing gloves.
- f) No personal items shall be visible from the uniform pockets except appropriate writing pens.
- g) Employees may wear only sunglasses with gold, silver, black or brown colored frames which complement the uniform. The sunglasses shall be of a professional type. No faddish, multicolored, or mirrored sunglasses shall be worn. Nor shall sunglasses be worn during conditions that do not merit their utilization.
- h) The bulk of hair shall not be excessive to the extent that it hinders the wearing of appropriate headgear.
- i) Hairstyles that may be considered “fads” or “special hairstyles” or “designs” are prohibited. Hairstyles may not hinder the correct wearing of the hat.

3.1.16.1.2 Male Uniformed Employees:

- a) Hairstyles may be either tapered or block cut, but must be worn in a neat, conservative and professional manner at all times. The hair length shall not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck.
- b) If an employee desires to wear sideburns, mustache, or beard they must be neatly groomed.
 - b.i) Agency may request the face to be clean shaven. And will indicate to the vendor upon guard request.
- c) Male uniformed employees are prohibited from wearing earrings while on duty.

3.1.16.1.3 Female Uniformed Employees:

- a) Hairstyles must be worn in a neat, conservative, and professional manner at all times.
- b) If short hair is preferred, the length directives for males shall be observed.
- c) If medium length or long hair is preferred, the hair shall be worn up in a neat manner and touch the collar but shall not fall below the collar edge.
- d) Hair may be worn with “bangs”, but they shall not fall over the eyebrows.
- e) Hair may be “braided or platted” if the style presents a neat and professional appearance.
- f) Hair clasps, barrettes, or fasteners must correspond with hair color and must not be conspicuous. Hair nets, ribbons, beads and so forth are prohibited from being worn.
- g) Hair color shall be of a conservative shade and have no unnatural tones of color. Spraying substances, color or glitter are prohibited.

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- h) False eyelashes are prohibited.
- i) If worn, cosmetics shall be conservative and professional in appearance, understated rather than overwhelming in application and shall blend in with the natural color of the skin.
- j) Earrings shall be of a small post or stud type with only one earring worn in each ear.

3.1.17 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

3.1.18 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.1.19 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be

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the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

3.1.20 Record Retention (Access & Confidentiality):

3.1.20.1 Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor.

3.1.20.2 The Vendor shall maintain such records for a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 calendar days after receipt of the request.

3.1.20.3 Vendor agrees to maintain confidentiality and security of any private and/or confidential data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

3.1.21 REPORTS: The Vendor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum of the following information pertaining to the Contract:

- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price;
- f. Turnover rate.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

PERIOD END

December 31

March 31

June 30

September 30

REPORT DUE

January 31

April 30

July 31

October 31

The contract number must be included on all Quarterly Sales Reports. Send reports to: James.R.Jones@wv.gov. Failure to supply such reports may be grounds for cancellation of this Contract.

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4 CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for all Contract Items. The Contract shall be awarded to include four (4) geographical regions as defined on the **Exhibit “A” Pricing Pages** to the Vendor that provides the Contract Items meeting the required specifications for the **lowest overall total cost for all Contract Items per Region** as shown on the Pricing Pages. Vendors **MUST** complete the pricing pages for all regions and **MUST** supply all the Contract Items for all regions. **Failure to provide pricing for all Contract Items for each region WILL result in the vendors’ bid being disqualified.**

4.2 Pricing Pages: Vendor must complete the **Exhibit A Pricing Pages** by providing an hourly billing rate for each Guard Classification and then multiplying the hourly billing rate times the estimated hours to get the extended amount. The total for the extended amount column should be totaled at the bottom of the pricing page to show the total cost per region. The Pricing Pages have been provided in Excel and formatted to automatically calculate the bid scenario. However, it is the vendor’s responsibility to ensure the calculations for their bid are correct before submitting. In the event of any errors, the Unit Price shall prevail. Vendors should complete the Pricing Pages in their entirety as failure to do so may result in the Vendor’s bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors should type or electronically enter the information into the Exhibit A Pricing Pages to prevent errors in the evaluation.

5 ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. The vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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5.2.1 Invoices should include (at a minimum), Contract Number, Delivery Order Number, Vendor FEIN, Service Dates/Worked Time.

5.2.2 Invoices shall be submitted to:

General Services Division
Building 4, 6th Floor
Attn; Invoice Coordinator
112 California Avenue
Charleston, WV 25311

or emailed to GSDInvoices@wv.gov

6 MISCELLANEOUS:

6.2 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

6.3 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

6.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Roger Wilson

Telephone Number: 855-722-3701 Ext. 1

Fax Number: _____

Email Address: rwilson@saberonesecurity.com

EXHIBIT "A" Pricing Page - CRFQGSD27*01
Security Guard Services - GSD Buildings

Building #	Address	Estimated Annual Hours	Bid Hourly Rate	Bid Amount - Location
34	100 Municipal Plaza Weirton, WV 26062	2964	28.75	\$85,215
53	153 W. Main Street Clarksburg, WV 26301	2470	28.75	\$71,012.50
54	400 Adams Street Fairmont, WV 26554	2223	28.75	\$63,911.25
55	130 Stratton Street Logan, WV 25601	2470	28.75	\$71,012.50. 00

Total Bid Amount All Regions **\$291,15**
1.25

CRFQ GSD27*01 SECURITY GUARD REQUEST FORM

TO BE COMPLETED BY STATE AGENCY

Agency Name:		Request Date:	
Contact Person:		Contract Start Date:	
Contact Title:		Contract End Date:	
Contact Phone:		Shift Start Time:	
Contact Fax:		Shift End Time:	
Contact Email:		Lunch:	½ hour 1-hour Paid Unpaid
(Required Information) State PO/SCO #:		SWC# CMA 0212 SECSVS23	
Job Location:			
County:			

AGENCY POSITION INFORMATION

Check	Job Classification	# Workers	# Hrs Per Day	# Days Per Week		<u>REGION I</u>	<u>REGION II</u>	<u>REGION III</u>	<u>REGION IV</u>
	LIMITED ASSIGNMENT PERSONNEL								
	PROBATIONARY GUARD I								
	SECURITY GUARD II								
	SECURITY GUARD III / SHIFT SUPERVISOR								
	SERGEANT (IV)								
	LIEUTENANT (IV)								

VENDOR INSTRUCTIONS:

- a) Please attach a brief description of job duties **if different** from Purchasing Division SECSVS19 specifications.
- b) If you have problems with employee time sheets or employee, **immediately** contact the appropriate vendor.
- c) If you need additional space for specific instructions please provide in the agency instructions space below.

AGENCY INSTRUCTIONS: (If additional space is needed, please add another page).

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

Agency Representative Signature: _____ Title: _____