



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

Request for Quotation

RFQ NUMBER: **BVH298**

PAGE: **1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

US Security

SHIP TO

WEST VIRGINIA VETERANS HOME

512 WATER STREET
 BARBOURSVILLE, WV
 25504 736-1027

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2007				

BID OPENING DATE: **04/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46	<i>\$9.86</i>	
<p align="center">REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA VETERANS HOME TO PROVIDE SECURITY GUARD SERVICES.</p> <p>MANDATORY ON-SITE PRE-BID: 3/28/2007, 1:30 PM WV VETERANS HOME 512 WATER STREET BARBOURSVILLE, WV 25504 (304) 736-1027</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. AFFIDAVIT</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

RECEIVED
 2007 APR 10 A 9:15
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quentin Roper</i>	TELEPHONE 304-768-5886	DATE 4-5-07
TITLE Branch Manager	FEIN 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-2544**

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VENDOR

SHIP TO

**WEST VIRGINIA VETERANS HOME
 512 WATER STREET
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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quantin Rooper</i>	TELEPHONE 304-768-5886	DATE 4-5-07
TITLE Branch MANAGER	FAX 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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SUPPLIER

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH</p>						

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SUBMITTOR

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<p>HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>(X) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE</p>						

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SIGNATURE <i>Quatin Hooper</i>	TELEPHONE 304-768-5886	DATE 4-5-07
TITLE Branch Manager	FEIN 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>U.S. Security Associates Inc.</u></p> <p>DATE: <u>April 5, 2007</u></p> <p>SIGNED: <u>Quentin Propper</u></p> <p>TITLE: <u>Branch MANAGER</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p>						

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SIGNATURE <u>Quentin Propper</u>	TELEPHONE <u>304-768-5886</u>	DATE <u>4/5/07</u>
TITLE <u>Branch MANAGER</u> FEIN <u>22-3262806</u>	ADDRESS CHANGES TO BE NOTED ABOVE	

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	(REV. 12/00)					
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: BVH298-----</p> <p>BID OPENING DATE: 4/11/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 304-768-5889 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quentin Cooper</i>	TELEPHONE 304-768-5886	DATE 4/5/07
TITLE Branch Manager	FAX 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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***** THIS IS THE END OF RFQ - BVH298 ***** TOTAL:						

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SECURITY GUARD SERVICES

SCOPE

The vendor shall furnish labor, uniforms, materials, and equipment for services to:

1. uphold all state, county, municipal, and federal laws;
2. assist law enforcement agencies in and during the execution of their duties;
3. uphold and enforce the rules governing the access, egress and use of state facilities.

Services performed under this contract will be under the general classification of pedestrian control, vehicular control, area security, building security, and visitor/employee protection.

COMPENSATION

The Spending Unit shall pay for security guard services in accordance with the hourly rates quoted. The Vendor shall be responsible for paying any and all insurances, taxes and other unnamed costs which may arise concerning the guards.

STANDARD WORK WEEK

The standard work week shall consist of seven consecutive days, beginning at 12:01 a.m. Saturday and ending at midnight Friday. Services may be required anytime, including nights and weekends. Unless specifically requested by the spending unit, guards shall work no more than forty hours during the week.

OVERTIME/HOLIDAY PAY

Spending Units shall be permitted to utilize guards for more than the established forty hour week and shall pay one-and-a-half times the hourly rate for such extra service. Furthermore, services will be required on all state recognized holidays and federal holidays. Such services will also be paid at one-and-a-half time the applicable hourly rate. The Spending Unit will not be responsible for overtime hours when such overtime is the result of insufficient number of guards.

TRAVEL

The Vendor and/or guards will be responsible for their own transportation and parking. The Spending Unit will not pay for travel expenses incurred by the Vendor or the Vendor's employees when reporting to and from assignments.

FEE ADJUSTMENT

The WV Veterans Home will consider an increase in the hourly rates if the federal minimum wage rate increases during the life of the contract. The adjustment will be based on the actual dollar amount of the increase, not a percentage. Any request for increase must be submitted to the WV Veterans Home thirty days prior to the effective date of the increase. The Spending Unit may either accept the increase and amend the contract accordingly, or cancel the contract.

TIME CARDS/WEEKLY TIME REPORT

The Vendor shall supply all guards with time cards. Hours worked will be signed on a daily or weekly basis by the Spending Unit's security coordinator or designee.

CONDUCT AND MANAGEMENT

Without limiting the responsibility of the Vendor, guards will be guided by rules agreed upon between the parties and such other special written instructions, applicable to the service, as may be issued from time to time by the Spending Unit.

While on assignment with a Spending Unit, all guards will remain employees of the Vendor. The Vendor shall make this condition clearly known to the guards and shall be responsible for their conduct and management. The WV Veterans Home and State of West Virginia shall in no way be considered a co-employer.

Spending Units shall not reward, reassign, grant leave to, discipline, or discharge the Vendor's employees. If a security guard displays improper work conduct, unsatisfactory performance, or is deemed to be unqualified to perform a particular assignment, the Spending Unit may request a replacement guard from the Vendor.

If a replacement is requested within the first two hours of a guard's initial work day, there will be no charge to the Spending Unit for the services provided by the guard being replaced.

FIELD SUPERVISION

Again, without limiting the responsibility of the Vendor for the proper management and supervision of the guards, Spending Unit requires the Vendor to furnish on-site inspections by supervisory personnel during various hours each week. Inspections will be noted and signed on guards report forms. Monthly contact with the Vendor's representative will be in person, at the WV Veterans Home to review operations in general and discuss problems, potential problems, and resolutions. The hourly rate of supervisor inspections/contacts will not be billed separately. This will be included in the overall bid price.

MEAL/BREAKS

When possible, Spending Unit shall draw up assignments to include the following non-billable breaks away from the post: fifteen minutes each at the conclusion of the first and third quarter of the shift and a thirty minute meal break midway during the shift. However, if in the opinion of the Spending Unit it is impractical for the guards to be relieved from their posts during the shift, meals and necessary breaks shall be taken while on duty and while maintaining reasonable and diligent observance of the post. In such cases, meals and breaks shall be treated as billable time.

Prior to the commencement of an assignment, it is the responsibility of the Vendor to discuss meals and breaks with the Spending Unit, and to determine if and when they may be taken.

GUARDS

The Vendor shall provide guards who are neat in appearance, conscientious of personal hygiene, mannerly, and who are able to relate to and successfully interact with the general public.

UNIFORMS

Uniforms shall include badges and patches, overcoats, raincoats, hats, flashlights, and any other equipment necessary to properly execute security guard service.

DRUG FREE WORKPLACE

The Vendor must advise the guards that they will be working in a drug free work place.

TRAINEE GUARDS

Trainee guards may be used, but must be accompanied by a fully trained and qualified guard who is familiar with the post. On-the-job training for a new security guard must consist of no less than twenty-four hours. There will be no charge to the Spending Unit for services provided by trainee guards.

LAW ENFORCEMENT

The Vendor shall pursue and maintain a close liaison with city, county, state, and federal law enforcement officials at all times, in conformity with good public policy.

INDEMNIFICATION

The State of West Virginia and the WV Veterans Home shall not be responsible for any claim for injuries, including death, to the Vendor, the Vendor's agents,

employees, guards, or third person, occurring on state property and the Vendor agrees to indemnify and save the State of West Virginia and its officials harmless from any and all such claims arising from the use of state property and operations of the Vendor thereof pursuant to the contract.

SPECIAL EVENTS

Additional security guards will be made available at the request of the Spending Unit for emergencies or special events. The hourly rate for additional guards will be identical to that of regular guards.

ETHICS IN PUBLIC CONTRACTING

The Vendor certifies that the contract is made without collusion or fraud and that the Vendor has not offered or received any kickbacks or inducements from any other Vendor or subcontractor in connection with the contract, and that the Vendor has not conferred with any public employee having official responsibility for this procurement.

OTHER REQUIREMENTS

The Spending Unit requires a minimum of one hundred eighty-four (184) hours per work week with a minimum of five (5) security guards.

COST

The Vendor shall show amount for regular hours as well as amount for any overtime/holidays.

LIFE OF CONTRACT

This contract shall be valid for a period of one (1) year with two (2) possible renewals, if agreed to in writing by both parties. This contract may be cancelled at any time during the life of the contract with a thirty (30) day written notice by either party.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: U.S. SECURITY ASSOCIATES INC.

Authorized Signature: Quantin Cooper Date: April 5, 2007



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

Request for Quotation

RFQ NUMBER
BVH298

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA VETERANS HOME

512 WATER STREET
BARBOURSVILLE, WV
25504 736-1027

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/02/2007				

BID OPENING DATE: **04/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
	<p>THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, ADD TO AND/OR DELETE THE REQUIRMENTS OF THE ORIGINAL REQUEST FOR QUOTATION.</p> <p>ATTACHMENTS: 1. CLARIFICATIONS 2. QUESTIONS AND ANSWERS 3. POLICIES AND PROCEDURES FOR SECURITY GUARDS 4. ADDENDUM ACKNOWLEDGEMENT</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Quentin Cooper</i>	TELEPHONE 304-768-5886	DATE 4-5-07
TITLE Branch Manager	FEIN 22-3262806	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

**BVH298 - SECURITY GUARD SERVICES
ADDENDUM #01**

CLARIFICATIONS

Reason for bid – new security plans including policy changes, cameras (which the guards may have a monitor), and possible key stations. Once cameras and key stations are in place new policies will be written.

Minimum 184 hours/week unless a holiday week.

Three shifts per night (4 pm – 12 am, 6 pm – 2 am, and 12 am – 8 am) and fourth on the weekend and holidays (8 am – 4 pm)

During the 6 pm – 2 am time frame there should be a guard on rounds at all times patrolling the grounds & building.

The shift ending at 2 am is because the buildings are locked at 1 am.

Supervisor will report to Administrator or designee at the Home once a month to review any problems, new policies and/or recommendations. This will be included in the overall bid.

A supervisor shall make an on-site visit once a week with the guards on duty to insure policies, etc. are being followed. The supervisor will sign the guards report for verification purposes.

A weekly schedule will be given to the Administrator or designee in advance.

Vacancies and call-offs will be covered in a timely manner. No call-offs are to be made to the Veterans Home.

All guard reports are to include any incidents noticed (whether it is a damaged vending machine, drinking party on one of the floors, an employee reporting off/late for work, etc.)

During administration off hours the guards and nursing are the main point of contact. They are to answer phones, take messages, receive visitors, etc.

Guards are to keep in close contact/watch with nursing due to prescription drugs and during the night there are only females in that area. No loitering only observation.

Escort nurses if they need to go to a resident's room for any reason.

Copies of time sheets should be submitted with invoices. This is needed for auditing purposes.

QUESTIONS & ANSWERS

Question: How often are guards requested for special events?

Answer: If possibly the governor or other dignitaries were to be here for a visit, guards may be requested. This is not likely to happen but there is a possibility.

Question: Are the guards to physically restrain someone?

Answer: Only in the event of a physical attack.

Question: If a person is causing a disturbance and the police need to be called are the guards to restrain that person or follow them?

Answer: They should only follow that person until the police arrive unless there is a physical attack as previously asked. They have walkie-talkies and can be in constant communication with our nursing department who in turn can be in contact with the police department.

Question: How many guards per shift?

Answer: One per shift.

POLICIES & PROCEDURES FOR SECURITY GUARDS

TABLE OF CONTENTS

SUBSECTION I: PROTECTION OF PROPERTY, RESIDENTS AND STAFF ARTICLES

ARTICLES:

- I: PROTECTION FROM DAMAGE, INJURY AND ABUSE
- II: INTRUDERS, VIOLATORS, UNAUTHORIZED PERSONS, ETC.
- III: OBSERVATION
- IV: TRAFFIC CONTROL
- V: BUILDING INSPECTION
- VI: ILLEGAL ITEMS
- VII: EMERGENCY PROCEDURES
- VIII: OFF DUTY EMPLOYEES
- IX: RESIDENTS ARRIVING AFTER CURFEW

SUBSECTION II: INSPECTION OF BUILDINGS AND GROUNDS

ARTICLES:

- I: ROUNDS
- II: COMMUNICATIONS

SUBSECTION III: SAFETY

ARTICLES:

- I: SAFETY CHECK LIST

SUBSECTION IV: RESPONSIBILITIES OF SECURITY GUARDS

ARTICLES:

- I: TOUR OF DUTY
- II: WEEKENDS AND HOLIDAYS
- III: SOLICITATION
- IV: EQUIPMENT FAILURE
- V: PERSONNEL REGULATIONS
- VI: GROOMING
- VII: WORK SCHEDULES
- VIII: RESIDENT DEATH
- IX: CONFIDENTIALITY

**SECTION VI
SECURITY**

SUBSECTION I: PROTECTION OF PROPERTY, RESIDENTS AND STAFF

POLICY:

It is the policy of the West Virginia Veterans Home to maintain a safe and secure facility for all residents and staff. Security personnel are charged with protecting all state property by deterring fire, theft, vandalism and unauthorized entry and loitering. Security is the practice of prevention of loss to either person or property through observation and intervention.

ARTICLE I: PROTECTION FROM DAMAGE, INJURY AND ABUSE

The purpose of this article is to establish policy concerning the role of the Security Section.

PROCEDURE:

The Security section is responsible to oversee that state property, employees, visitors and residents are protected from damage, injury and abuse.

ARTICLE II: INTRUDERS, VIOLATORS, UNAUTHORIZED PERSONS, ETC.

The purpose of this article is to establish policy for dealing with intruders, violators, unauthorized persons and others who are creating a threat.

PROCEDURE:

When necessary, the Security Guard will subdue and restrain intruders, violators, unauthorized persons, residents or others who are creating a threat to property, persons or the safety and well-being of staff or residents.

Under no circumstances are unauthorized persons to be permitted on the premises. When in doubt the Guard should request identification. Personal acquaintances should not visit the Guards on duty.

The Security Guard will make contact with city, county and/or state law enforcement authorities to remove any person, resident, visitors or intruder creating a disturbance, a nuisance, or making threats against others, from the grounds. Security Guards are the peace-keepers of the West Virginia Veterans Home.

The Guard should maintain a close liaison with local law enforcement officers, fire departments, emergency services, etc., to insure a quick response to the Home if these services are needed.

A Guard becoming involved in a dispute will use only such force as necessary in self-defense and will immediately contact the police authorities for necessary arrest and detainment. The Guard will also notify the supervisor.

ARTICLE III: OBSERVATION

The purpose of this article is to establish policy concerning the observation of persons leaving or arriving at the Home.

PROCEDURE:

The Security Guard is to monitor and observe persons leaving and arriving at the Home.

ARTICLE IV: TRAFFIC CONTROL

The purpose of this article is to establish policy regarding traffic control.

PROCEDURE:

The Security Guard will control traffic on the Home grounds.

A plastic chain and sign may be positioned in front of Building J to control vehicular traffic. This chain is to be in place corresponding with current curfew hours of 1:00 a.m. until 5:00 a.m.

ARTICLE V: BUILDING INSPECTION

The purpose of this article is to establish policy concerning inspection of the buildings by Security Guards.

PROCEDURE:

It is the responsibility of the Security Guards to inspect buildings, entrances, residents' living areas, fire exits, etc., on a regular basis to insure that fire and safety rules are followed and that all rules of the Home are complied with by all personnel and residents. A minimum of five rounds per guard, per shift, will be made. This will be noted and signed on form WVVH-S-7.

ARTICLE VI: ILLEGAL ITEMS

The purpose of this article is to establish policy concerning illegal items found on the Home grounds.

PROCEDURE:

It is the responsibility of the Security Guard to confiscate and take possession of any items of illegal nature in the possession of residents or others which have been brought onto the Home grounds or found on the grounds, i.e, drugs, alcohol, weapons, etc.

Security Guards are authorized to ask residents and staff to disclose contents of suspicious packages entering or leaving the premises.

ARTICLE VII: EMERGENCY PROCEDURES

The purpose of this article is to establish policy regarding emergency procedures.

PROCEDURES:

During fire alarms, Security Guards are to follow procedure as outlined in current West Virginia Veterans Home Fire Plan, Security Section.

Make sure all fire extinguishers are in place and usable. Check all passageways leading to exits, fire doors, etc., and make certain they are unobstructed.

Guards should know the location of fuse boxes, power control switches, sprinkler valves, hydrants, and other controls relating to the machinery within the premises. In the case of fire or other emergencies it is often important that the Guard be able to direct other personnel to these devices without delay.

It is the responsibility of the Security section to know the locations of emergency fire fighting equipment such as chemical fire extinguishers, water hoses and other devices.

It is the responsibility of the Guard to know how to handle all equipment and devices that they may be asked to use in case of an emergency.

Guards should know the location of light switches so that if emergency requires lights they may be turned on without delay.

Guards should know the location of all fire and emergency exits and fire alarm boxes.

ARTICLE VIII: OFF DUTY EMPLOYEES

The purpose of this article is to establish policy concerning off-duty employees.

PROCEDURE:

Employees, not on duty, are to be asked what their reason is for being on the premises. Except in unusual circumstances, non-supervisory personnel are not to be on the grounds and the matter should be brought to the attention of the Registrar.

Employees who have visitors during off hours (whenever Administration is not open) will direct said visitor to the Security areas where they are to remain until such time as employee is free. At no time is it permissible for employee to entertain visitors in the work area.

Employees working hours beyond or in addition to their normally scheduled shift should report their arrival and departure times to Security. Security will note same on their DOR.

In the event that the Security Officer is on rounds, the employee should report their arrival and/or departure to the Nurse of Duty who will, in turn, relate same to the Security Officer.

ARTICLE IX: RESIDENTS ARRIVING AFTER CURFEW

The purpose of this article is to establish policy regarding the Security Guard's responsibilities in handling residents arriving at the Home after curfew.

PROCEDURE:

Residents arriving on the grounds after curfew should not be permitted into the living quarters. If the resident is sober and orderly they may remain in the Activities Building until the doors are unlocked. However, if conduct is inappropriate, the resident may be asked to leave the premises and the incident reported to the Registrar in the prescribed manner.

SUBSECTION II: INSPECTION OF BUILDINGS AND GROUNDS**POLICY:**

To insure the safety of residents, employees and others the Security section is responsible for inspection of buildings and grounds in order to provide a safe environment.

ARTICLE I: ROUNDS

The purpose of this article is to establish policy regarding Guards' rounds.

PROCEDURE:

Security Guards are required to make at least five complete rounds of the entire complex per shift. The Security Shift Report (WVVH-S-7) will be completed, signed and turned into the Registrar each morning along with all completed Incident Reports BVH-A-30 (6-1-93) and Daily Log Book. Rounds are to be conducted at irregular intervals so as not to establish a predictable pattern.

Any unusual conditions or occurrences should be noted on the Security Report.

During rounds the Guard must remember the following:

- a: Lights are to be turned out at dawn and lights are to be turned on at dusk. This applies to exit lights and night lights, or lights that may be specified. Turn off all unnecessary lighting.
- b: Doors to the Administration Building are to be locked at the end of normal business hours. Employees leaving work areas unlocked, with lights on, coffee pots on or windows open should be brought to the attention of the Registrar.
- c: Freezers and refrigerators must be inspected for proper temperature. Time and temperature should be noted on proper logs.
- d: Carefully inspect locker rooms, lavatories and lounges for any signs of cigarettes which may have been left burning.

- e: Investigate all unusual odors, especially odors of smoke or gas. Don't be satisfied until the cause has been located; take corrective action immediately.
- f: If any water taps or machinery have been left running correct the condition or notify the proper personnel.
- g: Check all doors and windows to make sure they are properly closed and locked. All outside doors to living areas are to be locked no later than 1:00 a.m. and unlocked no earlier than 5:00 a.m.

ARTICLE II: COMMUNICATIONS

The purpose of this article is to establish policy concerning communications.

PROCEDURE:

Walkie-talkies should be checked at the beginning of each shift to insure proper working order and communications with Nursing personnel.

Guards should know the locations of all telephones. Telephone at Dispatcher's desk should be checked at the beginning of the shift to make sure it is in working order.

SUBSECTION III: SAFETY

POLICY:

Safety is an important aspect of Security performance.

ARTICLE I: SAFETY CHECK LIST

The purpose of this article is to establish a check list for the Security Guard.

PROCEDURE:

The following is a partial list of items which Security should act upon and report in the prescribed manner.

- a: Anyone attempting to bring unauthorized person into the Home;
- b: Reckless driving on Home property;
- c: Aisles or stairways block;
- d: Fire doors inoperable or blocked;
- e: Fire extinguishers inoperable or blocked;
- f: Oily rags or flammable material lying about;
- g: Open paint or gasoline cans;
- h: Smoking in prohibited areas;

- i: Employees performing unsafe acts;
- j: All types of safety hazards;
- k: Lose, broken or frayed electrical wires;
- l: Unauthorized lights left burning;
- m: Light outages;
- n: Broken or open windows;
- o: Leaks of all kinds or flooding;
- p: Clogged drains or sewers;
- q: Material blocking sprinkler heads;
- r: Any signs of attempted forced entry;
- s: Unusual fumes or smells;
- t: Clean up or report spills on floor;
- u: Doors and locks which will not close or lock properly;
- v: All fire alarms are to be reported on West Virginia Veterans Home form A-75-87. The original going to the Safety Officer (usually the Maintenance Supervisor) and a copy attached to the DOR.

Guards should also know that layout of the Home and grounds i.e., location of stairways, doors, etc.

SUBSECTION IV: RESPONSIBILITIES OF SECURITY GUARDS

POLICY:

The Security Guards will follow an orderly tour of duty during working hours at the Veterans Home and perform duties consistent with the position of Security Guard as assigned by proper authority, to assure a safe, orderly and respectful Home where residents can reside in comfort and employees can feel secure in the performance of their duties.

ARTICLE I: TOUR OF DUTY

The purpose of this article is to establish policy for a proper tour of duty.

PROCEDURE:

The following are general instructions for a proper tour of duty;

- a: It is important that all Security personnel report for duty on time. In the case of illness, or if unable to report to work on time for any reasons, it is important that the Supervisor be notified so that a substitute may be called. It is the Guard's responsibility to inform the Supervisor in a timely manner.
- b: Upon reporting for duty, the Guard should make his presence known and report to the Registrar's office or to the Guard on duty for any special instructions.
- c: Guards should not report for duty under the influence of alcohol at any time, or with the odor of intoxicating beverages on his breath.
- d: Before beginning the first round the Guard should check over equipment, i.e., walkie-talkie, telephone, flashlights, etc., to make sure it is in working order. Make sure extra batteries and bulbs are available.

- e: Check locator board for accuracy and post changes if needed.
- f: Make complete round of facility.
- g: Monitor pass/furlough log book for resident compliance with pass policies.

Nursing and Security should notify each other for their uninterrupted lunch break.

Tour of duty is the same for both shifts except for the following:

- a: Night shift must lock doors at 1:00 a.m. and reopen them at 5:00 a.m.

In the event that an emergency situation necessitates a resident, visitor, volunteer or any non-employee needing an ambulance, the Security Guard, in the absence of the Nursing personnel, is to dial 911 and request assistance. The ambulance personnel will determine which medical facility is to be used and inform and transport to that facility. An Incident Report is to be completed and filed with Administration. Nursing is also to be notified. Employee accidents are to be reported on BVH-A-29-93.

Residents are never to be given Incident Report (BVH-A-30-93) to fill out on their own. If they wish to make a written statement they may do so on a plain piece of paper.

ARTICLE II: WEEKENDS AND HOLIDAYS

The purpose of this article is to establish policy regarding weekend working hours.

PROCEDURE:

Saturdays, Sundays and holidays are somewhat different from the weekdays in that normally no Administration personnel will be on site. However, established policy dictates that in the absence of Administration Nursing will be in charge. Security personnel will not distribute any recreational material unless specifically directed to do so by Administration.

ARTICLE III: SOLICITATION

The purpose of this article is to establish policy regarding solicitation.

PROCEDURE:

Unless authorized by the Administrator, solicitation on the Home grounds is prohibited. Security Guards are expected to enforce this policy.

ARTICLE IV: EQUIPMENT FAILURE

The purpose of this article is to establish policy for reporting equipment failure.

PROCEDURE:

Security Guards should report to the Registrar any equipment failure, using "Work Order Request", BVH-MA-1.

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
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Vendor:	Spending Unit:
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Requisition No.: BVH 298

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 WE Agree

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Quentin Rooper
Signature

U.S. Security Associates Inc.
Company

April 5, 2007
Date