



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

Solicitation

NUMBER
SECSVS14

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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R

KELLEE WINKLER
412-885-3144
ST MORITZ SECURITY SERVICES |
4600 CLAIRTON BLVD
PITTSBURGH PA 15236

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O

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED

03/27/2014

BID OPENING DATE:

04/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46	\$ 15.45 per hour	\$1,518,735.00
GUARD AND SECURITY SERVICES						
BLANKET OPEN-END STATEWIDE CONTRACT						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE SECURITY GUARD SERVICES TO WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. SECSVS14 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE FORM (RVP)						
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL:						\$ 1,518,735.00
04/30/14 09:56:50AM West Virginia Purchasing Division						

SIGNATURE

Joseph M. Mitchell
Dir. of Business Dev.

TELEPHONE

412-885-3144

DATE

4/25/2014

FEIN

25-1419674

ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☒ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: April 11, 2014 at 5:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East
Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time: April 23, 2014 at 1:30 pm

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

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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



Term Contract

Initial Contract Term: This Contract becomes effective on award

and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

6. **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.

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

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

- ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☒ **Employers Liability & Occupational Disease Liability**
- ☒ **False arrest Insurance** in the amount of \$5,000,000 per incident
- ☐
- ☐
- ☐

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

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

☐
☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
\$100.00 per day for failure to meet requirements in specifications

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. 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.

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

- 16. 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.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

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

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

- 45. 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.

- 46. 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.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. 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
- b. 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.

53. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

St. Moritz Security Services, Inc.

(Company)



(Authorized Signature)

Kevin Smith/ President

(Representative Name, Title)

412-885-3144

(Phone Number)

412-942-0264

(Fax Number)

4/25/2014

(Date)

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: St. Moritz Security Services, Inc.

Authorized Signature: _____

Date: 4/25/2014State of PennsylvaniaCounty of Allegheny, to-wit: _____Taken, subscribed, and sworn to before me this 25th day of April, 2014.My Commission expires Nov 12, 2014, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC _____

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Lori A. Crellin, Notary Public

Whitehall Boro, Allegheny County

My Commission Expires Nov. 12, 2014

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Purchasing Affidavit (Revised 07/01/2012)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ 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**,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 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**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. ☒ **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ 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 Bidder's 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; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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 Purchasing Division in writing immediately.

Bidder: St. Moritz Security Services, Inc.

Signed: 

Date: 4/25/2014

Title: President

BID BOND PREPARATION INSTRUCTIONS

 AGENCY (A) _____
 RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D) _____ (E) as Principal, and _____ (F) of _____ (G) _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20 _____ (P).

Principal Seal

(R)

 _____ (Q)
 (Name of Principal)

 By _____ (S)
 (Must be President, Vice President, or Duly Authorized Agent)

 _____ (T)
 Title

Surety Seal

(U)

 _____ (V)
 (Name of Surety)

 _____ (W)
 Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
 REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
 of _____, _____, as Principal, and _____
 of _____, _____, a corporation organized and existing under the laws of the State of _____
 with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
 attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
 the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
 full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
 event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
 way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
 Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

 (Name of Principal)

By _____
 (Must be President, Vice President, or
 Duly Authorized Agent)

 (Title)

Surety Seal

 (Name of Surety)

 Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
 must attach a power of attorney with its seal affixed.**



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

Solicitation

NUMBER

SECSVS14

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

S
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P
T
O

DATE PRINTED

03/27/2014

BID OPENING DATE: 04/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1 SEE ATTACHED PAGES. END OF ADDENDUM NO. 1		
0001	1	LS	990-46	GUARD AND SECURITY SERVICES	\$ 15.45 per hour	\$ 1,518,735.00
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL:						\$ 1,518,735.00

SIGNATURE

Joseph M. Mitchell

TELEPHONE

412-885-3144

DATE

4/25/2014

TITLE

Dir. of Business Dev.

FEIN

25-1419674

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: SECSVS14**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as SECSVS14 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide the specifications and pricing pages inadvertently omitted from the 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.

REQUEST FOR QUOTATION
SECSVS14 – Security Guard Services

0000003

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The State of West Virginia is soliciting bids to establish a statewide contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service of unarmed guards for various buildings and grounds throughout West Virginia. The service could be 24-hours per day, seven (7) days per week, 52 (fifty-two) weeks per year depending on each State Agencies 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 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.4 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as SECSVS14.
 - 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.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end 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:

REQUEST FOR QUOTATION
SECSVS14 – Security Guard Services

000004

- a. Must have been in an operating business entity since January 1, 2010
- b. Must have provided security services as described herein since January 1, 2010
- c. Must provide a statement of the total number of years the bidding entity has been provided security services.
- d. Must provide (2) references for whom the bidding entity has provided security services in each Region being bid.
- e. Must submit the following information to Purchasing prior to contract award:
 - i. Full legal name of the bidding entity
 - ii. The date the business entity was established
 - iii. Telephone and fax numbers of the bidding entity
 - iv. A 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, 2012.

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:

General: 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: providing security services for buildings; facilities; grounds; and rights-of-way; for employees and visitors, customers, and vendors; emergency response; access control; technology control station monitoring; patrol, and other related security services. The service requirements vary by location, but could possibly be for 24 hours per day, seven days a week, 52 weeks per year.

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.

Emergency Staffing: In the event the Agency determines that a situation is an emergency, the Agency may request additional security guard coverage equal to 10 percent or less of the regular security guard coverage and Vendor shall provide the additional security guard coverage requested within eight hours of the request.

REQUEST FOR QUOTATION
SECSVS14 – Security Guard Services

000005

Security Guard Locations: Security guards are currently posted at the Environmental Protection building in Kanawha City, the Motor Vehicles building in Kanawha City, the Natural Resources building in South Charleston, the State Office Building in Huntington, Barboursville Veterans Home, various Highways locations across the State and various Health and Human Resource locations across the State. This list is not considered to be inclusive, but merely an example of locations that could be served.

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 adequate service.

Contract Use by Other Entities: The resulting contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties of West Virginia.

3.1.3 TURNOVER CONTROL:

The Vendor shall exercise reasonable and responsible diligence in providing the Agency with security guards who are qualified to perform the services required. In this regard, the Vendor shall make all reasonable efforts to minimize attrition among trained qualified security guards. Turnover in the total number of security guards provided to the State shall not exceed 25% per annum or 30% in one quarter. 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.

3.1.4 TRANSITIONAL REPORTING AND STAFF CONTACT:

At least 15 days, and not more than 60 days, prior to the expiration or cancellation of this contract, Vendor shall provide Purchasing with a list of all locations utilizing Vendor's security services under this contract. Vendor shall also provide contact information for each of the security personnel providing security service to any Agency. Vendor shall permit Agencies, the State, and the winning bidder in subsequent bids of similar security contracts to contact the Vendor's personnel prior to the expiration of this contract to discuss future employment with the winning bidder.

3.1.5 REPLACEMENT OF EQUIPMENT PROVISIONS:

The Agency may from time to time, make equipment available for the use by the security guards in the performance of the contracted services. The Vendor shall bear the cost of repair and/or replacement of such equipment 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. This

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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.

3.1.6 REPORTING REQUIREMENTS:

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:

- a. 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.
- b. Any criminal or civil charges brought against the Vendor or its personnel as it may relate to the contracted service.
- c. Any apparent trespass of the Agency's property.
- d. Any verbal or physical confrontation resulting between a contract employee and an Agency employee or guests or visitors on the campus.
- e. Any performance failure of the Vendor.
- f. Any federal, state, or county regulatory requirement in which the Vendor is in noncompliance.
- g. Any equipment or system failure associated with the performance of the contracted service.
- h. 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.
- i. Any incident in which procedures governing the safe and orderly operation of the site are violated.

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

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a. **Required Reports, Report Contents, and Due Dates:**

- i. **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. The Billing report will be due on Tuesdays on a bi-weekly basis (every other Tuesday).
- ii. **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. 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.
- iii. **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.
- iv. **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.
- v. **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.

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

3.1.6.3 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

3.1.7.1 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.

Candidate Minimum Qualifications: Each candidate Vendor considers 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.

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

- i. Be 18 years of age or older
- ii. Have a high school diploma or equivalent written examination
- iii. Have a valid motor vehicle operator's license (when operation of motor vehicle is required)
- iv. Pass a background check as outlined below
- v. Pass a physical examination and drug test as outlined below
- vi. Pass a physical fitness test as outlined below
- vii. Complete the required training as outlined below
- viii. 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.

1. Examinations must meet criteria that fairly measure the knowledge or skills required for the particular job or class of jobs the candidate seeks or that fairly 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:

- a. A credit check
- b. Confirmation of previous employment
- c. Verification of references
- d. Criminal record check on the State and Federal level
- e. Drivers license verification and background information
- f. Finger print validation by West Virginia State police
- g. Five years of employment and neighborhood experience (when possible)

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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. A copy of the finger print 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.

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. 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:

- a. **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. 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. All cost for the annual physical examination will be the responsibility of the Vendor.
- b. **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. 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). Random drug testing can be requested by the Agency and paid for by the Agency.
- c. **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 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:

- i. Walking or running a distance of 360 yards in three minutes or less,
- ii. Ascending six floors of stairs in 2 minutes or less.
- iii. Heavy lifting (45 pounds minimum)
- iv. Heavy carrying (45 pounds 100 yards minimum)

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- v. Fully extending arms up to a 90 degree angle from the shoulder
- vi. Capable of walking or standing continuously (minimum of 4 hours)
- vii. Repeated bending at the waist and knees

d. Testing Failure: 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. 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 days after the date of the failed test. 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. 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. Some requirements may be waived at the discretion of the Agency.

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. 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 to the Agency, necessary to provide instruction. The required pre-assignment training includes the six modules listed below, but 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

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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 threats, power failure, vehicle accidents, personal injury/illness and work place violence.
- f. **Module 6: Review (1 hour)**

Minimum Training for Limited Assignment: 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 and 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 work place violence.

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3.1.8 Probationary Period:

Probationary Period Defined: The Vendor shall assign employees to the Agency's premises with the understanding that for 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.

On-the-job Training: 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. 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 Agencies practices and procedures relating to the safety and security matters of the site.

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

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. 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:

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On-the-job 1: Prevention/Protection

Patrol requirements
Communication system use and procedure
Use of vehicles
Hazard identification: initial action and reporting
Identification systems
Package screening procedures
Agency/Vendor reporting requirements
Receiving dock operations and procedures
Response to fire and intrusion alarms and reports
Responsibilities of individual posts for timely intervention response to alarms and emergency situations
Traffic and parking control and enforcement
Specific escort requirements
Appearance, bearing, and demeanor

On-the-job 2: Enforcement

Techniques of handling confrontations with Agency's employees, visitors and contractors
Techniques of handling normal business contacts with Agency's employees, senior executives, visitors, special guests and contractors
Specific post instructions
Enforcement responsibilities of Agency's procedures and regulations
Review of criminal law procedures regarding potential site confrontations
Documentation of and preservation of evidence
Limitations on search and seizure
Proper report writing

On-the-Job 3: Emergency Procedures

Basic first aid practices
Fire fighting practices
Evacuation practices
Bomb search practices
Power failure practices

On-the-Job 4: special Equipment Training

Operation of vehicles
Operation of radio communication systems
Console operation practices
Operation of computerized alarm and access control systems
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 from each security guard assigned to the contract certifying under the penalty of false swearing, that the security guard has met all of the hiring and training requirements as set forth in the contract. 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 not less than 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 insure the validation is complete and accurate. At anytime, the Agency may request and Vendor shall provide documentation to verify that an individual meets the qualifications of a particular skill level.

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.

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

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

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 is grounds for contract cancellation.

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Security Guard Skill Levels:

- a. **Probationary Security Officer I** - shall have completed:
 - i. Security Officer Orientation
 - ii. Role of the Security Officer
 - iii. Report Writing
 - iv. Legal Powers and Limitations
 - v. Preventing Discrimination & Harassment
 - vi. Emergency Procedures
 - vii. Bloodborne Pathogens
 - viii. Access Control
 - ix. Communications & Public Relations
 - x. Customer Service
 - xi. Professionalism & Ethics
 - xii. Use of Force
 - xiii. Work Place Violence
 - xiv. Site OJT

- b. **Security Officer II** - shall have completed Security Officer I training and the following:
 - i. Fire Safety Officer
 - ii. Physical Security & Loss Prevention
 - iii. Patrol
 - iv. Crime Prevention & Response
 - v. Workplace Safety
 - vi. Advanced Report Writing
 - vii. Preventing Workplace Violence
 - viii. Emergency Situations
 - ix. Dealing with Aggressive Behavior
 - x. Ready Response

- c. **Security Officer III/ Shift Supervisor** – shall have completed Security Officer I and II training and the following:
 - i. Customer Relations
 - ii. Time Management
 - iii. Basic Investigations
 - iv. Cultural Diversity
 - v. Strikes, Pickets, & Crowd Control

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- d. **Sergeant & Lieutenant IV/ Site Supervisor** – shall have completed all Security Officer I, II and III training and the following:
 - i. Interpersonal Communications
 - ii. Managing Conflict
 - iii. Interviewing Witnesses & Suspects
 - iv. Teamwork
 - v. 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)

The Vendor shall appoint a senior security guard who will be responsible for supervisory duties. 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 have a minimum skill level of Sergeant & Lieutenant IV/ Site Supervisor.

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3.1.13 Shift Continuity

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

The Vendor shall provide and maintain the required uniforms necessary for this contract that will directly represent the image of the Agency. **Uniforms for security guards working any detail for the Division of Protective Services shall be separate and distinct from any other uniform the Vendor utilizes. This uniform is to be utilized solely for Division of Protective Services details.** 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. **Vendor is required to submit pictures of uniforms with all badges as proposed (including cold weather gear) with the bid.**

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.

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

a. Male and Female Employees

- i. Body piercing (with the exception of ear rings for female employees) which is visible anytime while on duty and/or in uniform is prohibited.
- ii. Necklaces may be worn but shall not be visible

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- iii. A bracelet may be worn only if it contains medical information concerning the member and does not create a safety hazard
- iv. No more than one ring shall be worn on each hand except that a combination engagement and wedding band may be worn by females. Rings shall not have sharp edges that would create a hazard to the employee when wearing gloves.
- v. No personal items shall be visible from the uniform pockets except appropriate writing pens.
- vi. Employees may wear only sunglasses with gold, silver, black or brown colored frames which compliment the uniform. The sunglasses shall be of a professional type. No faddish, multi colored, or mirrored sunglasses shall be worn. Nor shall sunglasses be worn during conditions that do not merit their utilization.
- vii. The bulk of hair shall not be excessive to the extent that it hinders the wearing of appropriate headgear.
- viii. Hairstyles that may be considered “fads” or “special hairstyles” or “designs” are prohibited. Hairstyles may not hinder the correct wearing of the hat.

b. Male Uniformed Employees

- i. 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.
- ii. If an employee desires to wear sideburns, they will be neatly trimmed. The base shall be a clean shaven horizontal line. Sideburns shall not extend downward beyond the lowest part of the exterior ear opening.
- iii. The face shall be neatly shaven, except that an employee may wear a neatly trimmed moustache. The mustache may extend one quarter inch horizontal beyond the corners of the mouth. The moustache shall not exceed over the lips or beyond the corners of the mouth.
- iv. Male uniformed employees are prohibited from wearing earrings while on duty.

c. Female Uniformed Employees

- i. Hairstyles must be worn in a neat, conservative and professional manner at all times. If short hair is preferred, the length directives for males shall be observed. 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. Hair may be worn with “bangs”, but they shall not fall over the eyebrows. Hair may be “braided or platted” if the style presents a neat and professional appearance. 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. Hair color

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shall be of a conservative shade and have no unnatural tones of color. Spray on substances, color or glitter are prohibited. False eyelashes are prohibited.

- ii. 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. 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 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):

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. The Vendor shall maintain such records 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 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the 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.

4 CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to into four (4) geographical regions defined on the pricing pages to the Vendors that provide the Contract Items meeting the required specifications for the lowest overall total cost per region as shown on the Pricing Pages. Vendors must indicate on the pricing pages the regions for which you are bidding to supply to the Contract Items.

- 4.2 Pricing Pages:** Vendor should complete the 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. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in 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.

Vendor should type or electronically enter the information into the 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. 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.

6 MISCELLANEOUS:

- 6.1 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.
- 6.2 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.

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- 6.3 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.
- 6.4 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: Tim DeLano
Telephone Number: 412-885-3144
Fax Number: 412-942-0720
Email Address: tdelano@smssi.com

SECSVS14

000023

Pricing Pages

Date: April 25, 2014Vendor Name: St. Moritz Security Services, Inc.# Years Providing Security Guards: 32Contact Person: Tim DeLanoPhone #: 412-885-3144Fax #: 412-942-0720

Region I: The counties of Hancock, Brooke, Ohio, Marshall, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Wetzel and Tyler

	Guard Classification	Estimated Hours	Hourly Billing Rate	Extended Amount
1.	Limited Assignment Personnel	500	\$ 15.45	\$ 7,725.00
2.	Probationary Guard I	1,000	\$ 15.45	\$ 15,450.00
3.	Security Guard II	10,000	\$ 15.45	\$ 154,500.00
4.	Security Guard III/Shift Supervisor	6,000	\$ 15.45	\$ 92,700.00
5.	Sergeant	2,000	\$ 15.45	\$ 30,900.00
6.	Lieutenant	3,000	\$ 15.45	\$ 46,350.00

TOTAL COST PER REGION: \$ 347,625.00

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

SECSVS14

000024

Pricing Pages

Date: April 25, 2014Vendor Name: St. Moritz Security Services, Inc.# Years Providing Security Guards: 32Contact Person: Tim DeLanoPhone #: 412-885-3144Fax #: 412-942-0720

Region II: The counties of: Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane, and Jackson.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Extended Amount
1.	Limited Assignment Personnel	600	\$ 15.45	\$9,270.00
2.	Probationary Guard I	1,000	\$15.45	\$ 15,450.00
3.	Security Guard II	12,000	\$15.45	\$ 185,400.00
4.	Security Guard III/Shift Supervisor	8,000	\$15.45	\$123,600.00
5.	Sergeant	4,000	\$15.45	\$ 61,800.00
6.	Lieutenant	5,000	\$ 15.45	\$ 77,250.00

TOTAL COST PER REGION: \$ 472,770.00

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

Pricing Pages

Date: April 25, 2014Vendor Name: St. Moritz Security Services, Inc.# Years Providing Security Guards: 32Contact Person: Tim DeLanoPhone #: 412-885-3144Fax #: 412-942-0720

Region III: The counties of: Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor and Preston.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Extended Amount
1.	Limited Assignment Personnel	600	\$ 15.45	\$ 9,270.00
2.	Probationary Guard I	1,000	\$ 15.45	\$ 15,450.00
3.	Security Guard II	10,000	\$ 15.45	\$ 154,500.00
4.	Security Guard III/Shift Supervisor	6,000	\$ 15.45	\$ 92,700.00
5.	Sergeant	2,000	\$ 15.45	\$ 30,900.00
6.	Lieutenant	3,000	\$ 15.45	\$ 46,350.00

TOTAL COST PER REGION: \$ 349,170.00

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

SECSVS14

000026

Pricing Pages

Date: April 25, 2014Vendor Name: St. Moritz Security Services, Inc.# Years Providing Security Guards: 32Contact Person: Tim DeLanoPhone #: 412-885-3144Fax #: 412-942-0720

Region IV: The counties of: Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster, and Monroe.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Extended Amount
1.	Limited Assignment Personnel	600	\$ 15.45	\$ 9,270.00
2.	Probationary Guard I	1,000	\$ 15.45	\$ 15,450.00
3.	Security Guard II	10,000	\$ 15.45	\$ 154,500.00
4.	Security Guard III/Shift Supervisor	6,000	\$ 15.45	\$ 92,700.00
5.	Sergeant	2,000	\$ 15.45	\$ 30,900.00
6.	Lieutenant	3,000	\$ 15.45	\$ 46,350.00

TOTAL COST PER REGION: \$ 349,170.00

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

SECSVS14 SECURITY GUARD REQUEST FORM

000027

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# (listed below)	
Job Location:			
County:			

AGENCY POSITION INFORMATION

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

VENDOR INSTRUCTIONS:

- Please attach a brief description of job duties if different from Purchasing Division SECSVS11 specifications.
- If you have problems with employee time sheets or employee, immediately contact the appropriate vendor.
- 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).

Agency Representative Signature: _____ Title: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SECSVS14

000028

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

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

Addendum Numbers Received:

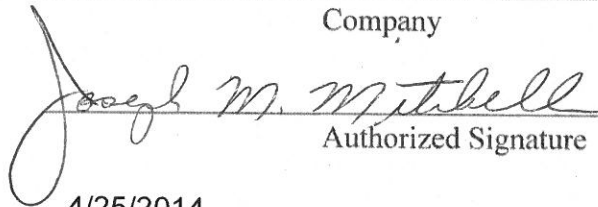
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6	<input type="checkbox"/> Addendum No. 11
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7	<input type="checkbox"/> Addendum No. 12
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8	<input type="checkbox"/> Addendum No. 13
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9	<input type="checkbox"/> Addendum No. 14
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10	<input type="checkbox"/> Addendum No. 15

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

St. Moritz Security Services, Inc.

Company



Authorized Signature

4/25/2014

Date

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



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

Solicitation

NUMBER
SECSVS14

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

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DATE PRINTED
04/16/2014

BID OPENING DATE: 04/24/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 2						
0001	1	LS		990-46	\$ 15.45 per hour	\$ 1,518,735.00
GUARD AND SECURITY SERVICES						
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL:						\$ 1,518,735.00

SIGNATURE <i>Joseph M. Mitchell</i>	TELEPHONE 412-885-3144	DATE 4/25/2014
TITLE Dir. of Business Dev.	FEIN 25-1419674	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: SECSVS14

000002

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as SECSVS14 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Responses to vendor questions attached.
2. The bid opening has moved from 04/23/2014 to 04/24/2014. The bid opening time remains at 1:30 pm.

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

Terms and Conditions:

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

ATTACHMENT AQuestions:

- Q1: Will all bidders be required to price in Affordable Care Act (ACA)?
- A1: If applicable, Vendors should incorporate this charge into the hourly rate.
- Q2: If federal minimum wage is changed during the length of this contract, will security provider be able to adjust rates as needed?
- A2: See General Terms and Conditions, No. 6, **Pricing**.
- Q3: How will the RFP submissions be evaluated? Will overall cost be the determining factor?
- A3: See General Terms and Conditions, No. 4, **Contract Award** - Subsection 4.1.
- Q4: What are the disqualifying factors of the credit check?
- A4: The credit check is reviewed but is not generally grounds for disqualifying an individual for employment.
- Q5: What type of uniform must be worn by the Division of Protective Services and what is the cost?
- A5: There needs to be some sort of distinction from the normal uniform for other assigned details in Charleston. The distinction could be a color change or a style change. For example, we must be able to distinguish from guards who may be assigned to work a Legislative Parking Detail, who would wear the company's standard uniform. In years past a company with the DPS detail has been uniformed in blazers with a pocket patch of the security company logo and dress pants. Another company utilized a BDU style uniform or jumpsuit, again with a shoulder or pocket patch with the security company logo. The cost should be determined by the vendor.
- Q6: Can you confirm that all uniforms will be at the expense of the vendor and not the officer?
- A6: This is the vendor's decision.

Q7: Bid bonds aren't common in the security service industry. Can this be waived since we are providing a service and not a good?

A7: A bid bond is required for this solicitation. See Section 8, Required Documents in the General Terms and Conditions. The bid bond must be submitted with the bid and must be 5% of the total amount of the bid.

Example 1: Bidding on all regions, the bid bond must be 5% of the "Total Cost per Region" for all regions.

Region 1 - total cost per region	\$100,000.00
Region 2 - total cost per region	\$ 50,000.00
Region 3 - total cost per region	\$150,000.00
Region 4 - total cost per region	<u>\$ 20,000.00</u>

Total Cost for All regions	\$32,000.00
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5% bid bond	\$ 1,600.00
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Example 2: Bidding on two (2) regions, Region 1 and Region 3, the bid bond must be 5% of the "Total Cost per Region" for the two (2) regions.

Region 1 - total cost per region	\$10,000.00
Region 3 - total cost per region	\$15,000.00

Total Cost for All regions	\$25,000.00
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5% bid bond	\$ 1,250.00
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Q8: Has there been in liquidated damage on these sites over the last 2 years?

A8: No.

Q9: It says the state can cancel this contract with a 30 day notice. It is common in security contracts for the vendor to have the same terms if something is violated in the contract. Can this be added?

A9: See Instructions to Vendors Submitting Bids, No. 1, **Review Documents Thoroughly**, which states in part, "[a]ll 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."

- Q10: Can you provide a list of what type of equipment that each site would need so we can include that in the price?
- A10: Section 3.1.5 states in part, "[t]he Agency may from time to time, make equipment available for the use by the security guards in the performance of the contracted services." Each agency may provide the officers with different types of equipment and it will vary by site.
- Q11: The Affordable Care Act will affect the pricing on January 1, 2015. Can price be renegotiated at that point by the successful bidder since we will have to offer that to all our full time employees? Manpower companies will have to pass this cost onto their clients. Pricing information for this hasn't been finalized so we only have a rough estimate now.
- A11: If applicable, Vendors should incorporate this charge into the hourly rate.
- Q12: Will the successful bidder have to provide a performance bond?
- A12: No.
- Q13: The weekly man hours are roughly 2K hours a week I notice by adding up the different regions.
- Looking an old state bid from 2010, it says there is between 4000-5500 man hours of security a week. Has the number of hours a week dropped that much since then? Please provide a rough estimate of total hours a week so we can give the state the best price possible. The total money spent a year could help us determine that too.
- A13: The number of hours provided on this solicitation are estimates. As stated on the bottom of each pricing page, "Subject figure is shown for information purposes and should not be construed as any guarantee of future contract usage." See Section 5, Quantities in the General Terms and Conditions.
- Q14: When the state minimum wage increases in 2015 or if taxes increase, can the price be adjusted at that point to match those increases?
- A14: See Item No. 6, Pricing under the General Terms and Conditions.

Other Information:

1. The bid opening has moved from 04/23/2014 to 04/24/2014. The bid opening time remains at 1:30 pm.
2. No additional questions will be accepted on this RFQ.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SECSVS14

000007

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:

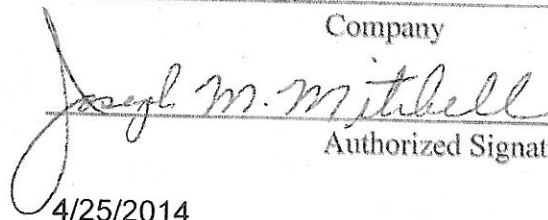
(Check the box next to each addendum received)

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

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

St. Moritz Security Services, Inc.

Company



Authorized Signature

4/25/2014

Date

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



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

Solicitation

NUMBER
SECSVS14

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
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DATE PRINTED
04/23/2014

BID OPENING DATE: 04/28/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 3						
0001	1	LS		990-46	\$ 15.45 per hour	\$ 1,518,735.00
GUARD AND SECURITY SERVICES						
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL:						\$ 1,518,735.00

SIGNATURE	TELEPHONE	DATE
<i>Joseph M. Mitchell</i>	412-885-3144	4/25/2014
TITLE	FEIN	
Dir. of Business Dev.	25-1419674	
ADDRESS CHANGES TO BE NOTED ABOVE		

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

SOLICITATION NUMBER: SECSVS14

000002

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as SECSVS14 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. The bid opening has moved from 04/24/2014 to 04/28/2014. The bid opening time remains at 1:30 pm.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SECSVS14

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.

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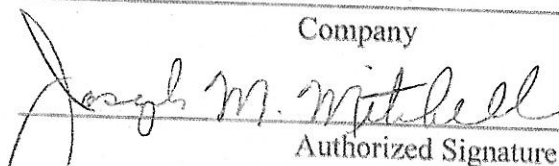
(Check the box next to each addendum received)

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

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

St. Moritz Security Services, Inc.

Company



Authorized Signature

4/25/2014

Date

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

REFERENCES

West Virginia Veteran's Home

Donna Hicks
304-736-1073

West Virginia Dept. of Highways

Scott Eplin
304-528-5630

Northwest Hardwoods

Braxton County, Randolph County

Tim Hinkle
304-642-9749

Armstrong Industries

Charlotte Gombos
304-273-3905

United Bank

Monongalia County, Kanawha County, Wood County

Kim May – 304-356-8550 (KC)
Rachel Wilson – 304-581-6028 (MC)
Gary Villers – 304-893-7271 (WC)

Harbor Freight Tools

Kanawha County, Cabell County

Aaron Stover – 304-453-3338 (CC)
Mark Hatfield – 304-769-0482 (KC)

Easy Rider

Tim Thomas
304-422-4100

Mountaineer Mall

Kathy Linton
304-296-0096

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, St. Moritz Security Services, Inc.
of Pittsburgh, PA, as Principal, and Philadelphia Indemnity Insurance Company
of Bala Cynwyd, PA, a corporation organized and existing under the laws of the State of
PA with its principal office in the City of Bala Cynwyd, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Provide Unarmed Guard and Security Services

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

24th day of April, 2014.

Principal Corporate Seal

St. Moritz Security Services, Inc.

(Name of Principal)

By *Heaven Smith*

(Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Philadelphia Indemnity Insurance Company

(Name of Surety)

By: *Josephine M. Streyle*

Josephine M. Streyle

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

1

Surety Bond Number: Bid Bond
Principal: St. Moritz Security Services, Inc.
Obligee: State of West Virginia

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Josephine M. Streyle its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$7,500,000.00**:

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

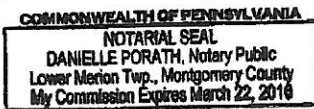


(Seal)

Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Danielle Porath

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of April, 2014.



Craig P. Keller
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY