



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1407874

Procurement Type: Central Master Agreement

Vendor ID: VS0000011183

Legal Name: BWH Security LLC

Alias/DBA:

Total Bid: \$297,928.80

Response Date: 04/21/2024

Response Time: 16:09

Responded By User ID: bwhsecurity

First Name: Scott

Last Name: Wamsley

Email: s.wamsley@bwhsecurity.

Phone: 606-923-2811

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2400000008

Published Date: 4/17/24

Close Date: 4/25/24

Close Time: 13:30

Status: Closed

Solicitation Description: Security Personnel for WVNF

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1407874
Solicitation Description: Security Personnel for WVVNF
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-04-25 13:30	SR 0613 ESR04212400000006208	1

VENDOR
 VS0000011183
 BWH Security LLC

Solicitation Number: CRFQ 0613 VNF2400000008
Total Bid: 297928.7999999999883584678173 **Response Date:** 2024-04-21 **Response Time:** 16:09:54
Comments:

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Security Services	0.00000			297928.80

Comm Code	Manufacturer	Specification	Model #
92121504			

Commodity Line Comments:

Extended Description:

See Attached Exhibit "A" Pricing Page to input pricing.
Security Personnel for the WV/NF



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1407874
Doc Description: Security Personnel for WVNF
Reason for Modification: Addendum No. 1
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-17	2024-04-25 13:30	CRFQ 0613 VNF2400000008	2

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code: VS0000011183
Vendor Name : BWH Security LLC
Address : 7349
Street : US Route 60
City : Ashland
State : Kentucky **Country :** United States of America **Zip :** 41102
Principal Contact : Scott A. Ball Jr
Vendor Contact Phone: 606-585-5351 **Extension:**

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

Vendor Signature X  **FEIN#** 352-370-275 **DATE** 4-19-24

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached.
 To provide Revised Exhibit "A" Pricing Page, see attached.
 Bid Opening remains April 25, 2024, at 1:30 pm., est.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
 AFFAIRS
 1 FREEDOMS WAY

VETERAN'S NURSING
 FACILITY
 1 FREEDOMS WAY

CLARKSBURG WV
 US

CLARKSBURG WV
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:

See Attached Exhibit "A" Pricing Page to input pricing.

Security Personnel for the WVNF

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-15

	Document Phase	Document Description	Page
VNF2400000008	Final	Security Personnel for WVN	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1407874
Doc Description: Security Personnel for WVVNF
Proc Type: Central Master Agreement
Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-09	2024-04-25 13:30	CRFQ 0613 VNF2400000008	1

BID RECEIVING LOCATION

VENDOR

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Vendor Name : BWH Security LLC
Address : 7349
Street : US Route 60
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State : Kentucky **Country :** United States of America **Zip :** 41102
Principal Contact : Scott A. Ball Jr.
Vendor Contact Phone: 606-585-5351 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
 Signature X

FEIN# 352-370-275

DATE 4-19-24

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, is soliciting bids on behalf of the WV Veterans Nursing Facility, to establish an open-end contract for Security Services per the attached specifications and documentation, see attached.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Services	0.00000			

Comm Code**Manufacturer****Specification****Model #**

92121504

Extended Description:

See Attached Exhibit "A" Pricing Page to input pricing.

Security Personnel for the WVVNF

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-15

	Document Phase	Document Description	Page
VNF240000008	Final	Security Personnel for WVVNF	3

ADDITIONAL TERMS AND CONDITIONS

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**Exhibit A - Pricing Page - REVISED
SECURITY PERSONNEL**

Weekdays: Mon - Fri:		Day Shift			Evening Shift			Night Shift		
Item No.	Security Personnel	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total
1	Security Guard I	1	\$16.80	\$ 16.80	1	\$16.80	\$ 16.80	1	\$16.80	\$ 16.80
2	Security Guard II	2,080	\$16.80	\$ 34,944.00	4,160	\$16.80	\$ 69,888.00	4,160	\$16.80	\$ 69,888.00
3	Security Guard III	1	\$16.80	\$ 16.80	1	\$16.80	\$ 16.80	1	\$16.80	\$ 16.80
4	Sergeant/Lieutenant (IV)	2,080	\$18.80	\$ 39,104.00	1	\$18.80	\$ 18.80	1	\$18.80	\$ 18.80
Weekdays Subtotals:		Day Shift Subtotal:			Evening Shift Subtotal:			Night Shift Subtotal:		
		\$ 74,081.60			\$ 69,940.40			\$ 69,940.40		

Weekends: Sat - Sun:		Day Shift			Evening Shift			Night Shift		
Item No.	Security Personnel	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total
1	Security Guard I	1	\$16.80	\$ 16.80	1	\$16.80	\$ 16.80	1	\$16.80	\$ 16.80
2	Security Guard II	1,664	\$16.80	\$ 27,955.20	1,664	\$16.80	\$ 27,955.20	1,664	\$16.80	\$ 27,955.20
3	Security Guard III	1	\$16.80	\$ 16.80	1	\$16.80	\$ 16.80	1	\$16.80	\$ 16.80
4	Sergeant/Lieutenant (IV)	1	\$18.80	\$ 18.80	1	\$18.80	\$ 18.80	1	\$18.80	\$ 18.80
Weekends Subtotals:		Day Shift Subtotal:			Evening Shift Subtotal:			Night Shift Subtotal:		
		\$ 27,988.80			\$ 27,988.80			\$ 27,988.80		
Subtotals Weekdays + Weekends:		\$ 102,070.40			\$ 97,929.20			\$ 97,929.20		
							GRAND TOTAL:		\$ 297,928.80	

*Estimated number of hours is not guaranteed.

**Hourly Rate must be all-inclusive. Holidays, Other Important Dates and Overtime shall be paid as stated in Specifications. All incidentals must be built in to the hourly rate as no expenses shall be paid separately.

** Shift Differential, if any, must be included in the hourly rates and will not be paid separately.

Vendor Information			
Vendor:	BWH Security LLC	Printed Name:	Scott A. Ball Jr.
Address:	7349 US Route 60 Ashland Ky 41102	Title:	CEO
Office Phone:	606-929-9001	*Signature	
Cell Phone:	606-585-5351	*I hereby certify I am authorized by the Vendor to sign this document.	
Fax:	606-644-0422	Email:	s.ball@bwhsecurity.com



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

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

Proc Folder: 1407874			Reason for Modification:
Doc Description: Security Personnel for WVVNF			
Proc Type: Central Master Agreement			
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2024-04-09	2024-04-25 13:30	CRFQ 0613 VNF2400000008	1

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

Vendor Signature X **FEIN#** 352-370-275 **DATE** 4-19-24

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AFFAIRS
1 FREEDOMS WAY

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:

See Attached Exhibit "A" Pricing Page to input pricing.

Security Personnel for the WVVNF

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2024-04-15

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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

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

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

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

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

Bid Opening Date and Time:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

(Printed Name and Title) Jessica F. Price

(Address) 7349 US Route 60 Ashland Ky 41102

(Phone Number) / (Fax Number) 304-972-2440 - 606-644-0422

(email address) j.price@bwhsecurity.com

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

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

BWH Security LLC

(Company)

(Signature of Authorized Representative)
Scott A. Ball Jr.

(Printed Name and Title of Authorized Representative) (Date)
606-585-5351 - 606-644-0422

(Phone Number) (Fax Number)
s.ball@bwhsecurity.com

(Email Address)

REQUEST FOR QUOTATION

CRFQ VNF24*08

Security Services

SPECIFICATIONS

- PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility (Agency) located at: 1 Freedom Way, Clarksburg, WV 26301 to establish an Open End Contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of Security Personnel to provide security services of unarmed security guards for the WV Veterans Nursing Facility in Clarksburg, WV.

CURRENT ENVIRONMENT: WV VNF is a 120-bed Long-Term Care Facility for Veterans which includes a 20-bed Unit for Veterans with dementia. The current Security Personnel need is for two (2) Security Personnel per shift 24 hours per day, every day, including weekends and holidays. Current shifts are 8 hours each. One day-time person is at the skill level of a Sergeant. All others are at the skill level of Security Guard II. Other skill levels are included in this RFQ in case of emergency needs or special events.

- 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” as used herein means the WV Veterans Nursing Facility and may be used interchangeably with the term “WVVNF” or “Facility”.
- 2.2** “Breaks” means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
- 2.3** “Contract Item” or “Contract Items” means the items identified in Section 3 below.
- 2.4** “Holidays” means those days the Facility recognizes as holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Black Friday, Christmas Day. The holiday time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay.
- 2.5** “Mandate” means an order, directive, requirement, or assignment. For purposes of this contract, Security Personnel may be mandated to stay and work extra hours. See Section 4 for additional information.
- 2.6** “OJT” means on the job training.
- 2.7** “Overtime” is **one and a half times** the regular hourly pay rate and commences after completion of 40 regular hours worked in a work week.

REQUEST FOR QUOTATION

CRFQ VNF24*08

Security Services

- 2.8** “**Other Important Dates**” means those days the Facility recognizes as other important dates outside of listed holidays, to include Easter Sunday, Mother’s Day, Father’s Day, and Veterans Day. The Other Important Dates time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before, the day of or the day after an Other Important Date. Vendor employees calling off the day before, day of or the day after an Other Important Date may be required to forfeit their Holiday Pay, if any.
- 2.9** “**Pricing Pages**” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.10** “**RFQ**” means the official request for quotation published by the Purchasing Division.
- 2.11** “**Security Personnel**” means the staff provided by the Vendor to provide the services listed on this contract and may be used interchangeably with the terms “Guard”, “Officer”, “staff”, or “employee”.
- 2.12** “**Shifts**” are the regularly scheduled 8-hour time periods of work per day.
- 2.13** “**Shift Differential**” means extra pay for certain hours worked. Shift Differential will not be paid separately and must be included in the hourly rate if the Vendor wishes to include it.
- 2.14** “**Skill Level**” means the level of training, experience, and/or qualifications required for each category of Security Personnel by Title as listed in Section 3.
- 2.15** “**Twelve (12) Panel Drug Screen**” means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.16** “**Vendor**” as used herein means the company or contractor providing or bidding to provide security personnel to Agency and may be used interchangeably with the term “Bidder”.
- 2.17** “**Work Week**” means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.18** “**Weekend**” means the hours between Saturday at 12:01 a.m. and Sunday at midnight.
- 2.19** “**WV Cares**” means the West Virginia Clearance for Access: Registry and Employment Screening administrated by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.20** “**WVVNF**” as used herein means the WV Veterans Nursing Facility and may be used interchangeably with the term “Agency”.

REQUEST FOR QUOTATION

CRFQ VNF24*08

Security Services

3. **GENERAL 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 SECURITY SERVICES

- 3.1.1 **VENDOR QUALIFICATIONS AND REFERENCES:** To qualify to receive an award of this contract, bidders must meet the following requirements:

3.1.1.1 Vendor must be able to provide all requested Security Personnel **within ten (10) business days** of Award of this Contract and receipt of the official written request for Security Personnel.

3.1.1.2 **Failure to Provide Security Personnel: The inability to provide the requested Security Personnel within the time allotted may be grounds for contract cancellation.**

3.1.1.3 **At no time shall Agency be left without Security Personnel on any date or shift. By signing its bid, Vendor certifies that it can fulfill these obligations and supply the Contract Items contained in its bid response.**

3.1.1.4 Vendor must have been an operating business entity for at least the past three (3) years.

3.1.1.5 Vendor must have a history of providing at least five (5) security personnel at a minimum of three separate locations in the past three (3) years.

3.1.1.6 Vendor must provide at least two (2) references for whom the bidder has provided security services in the past three (3) years, to include contact name, business name, city, state, phone number and email address.

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

3.1.2 **VENDOR RESPONSIBILITIES:**

3.1.2.1 Vendor shall meet with Agency upon contract start and at least bi-annually thereafter. Meeting shall include Vendor's Contract Manager or assignee, CEO, President, Vice President, Owner, or other head of Security Services for the company.

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- 3.1.2.2 Vendor will provide the Agency with a copy of the staffing schedule by the first day of each month.
- 3.1.2.3 Vendor's on-site Supervisor shall report to Agency's Building & Grounds Manager and Administrator.
- 3.1.2.4 Vendor shall provide Uniforms for personnel as described herein.
- 3.1.2.5 Vendor shall develop and provide training as described herein.
- 3.1.2.6 Vendor shall provide certifications of training to Agency.
- 3.1.2.7 Vendor shall enforce Agency's policies and procedures, including, but not limited to:
 - 3.1.2.7.1 No personal cell phone, computer, tablets, headphones, ear buds or other electronic device usage while on duty. **Security monitors must be continuously monitored without distraction** from electronic devices, books, magazines or any other form of entertainment.
 - 3.1.2.7.2 Vendor's on-site Supervisor shall report to Agency's Building & Grounds Manager and Administrator.
 - 3.1.2.7.3 Security Personnel **MAY NOT** allow anyone to view camera footage except the Building & Grounds Manager, Administrator, Assistant Administrator, Director of Nursing and Assistant Director of Nursing.
 - 3.1.2.7.4 All Security Personnel must attend "new hire" Orientation, which includes Dementia Training, provided by the Agency during weekday hours of 8 a.m. – 4:00 p.m. for 3 days, and annually thereafter. Time spent in Orientation will be paid.
 - 3.1.2.7.5 All Security Personnel must complete Agency Orientation forms to show compliance with Policies and Procedures and knowledge of training provided during Orientation.
 - 3.1.2.7.6 Agency retains the right to require Vendor remove any Security Personnel upon request for any reason with or without cause.
 - 3.1.2.7.7 Agency may require any Security Personnel that does not follow any policy be told not to return to work at the Agency.

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3.1.2.7.8 The building and grounds of the Agency are smoke-free facilities. No one may smoke, vape or use tobacco on the premises.

3.2 SCOPE OF WORK:

3.2.1 General Staffing: Vendor shall provide qualified, trained Security Staff to provide the following services including, but not limited to:

3.2.1.1 Security services for buildings, facilities, grounds, parking, and rights-of-ways for employees and visitors, customers, and vendors.

3.2.1.2 Emergency response (contact local law enforcement, local emergency services, etc.);

3.2.1.3 Patrol/rover monitoring services (building, grounds, parking, etc.);

3.2.1.4 Report damages, leaks, falling debris, etc.

3.2.1.5 Access control.

3.2.1.6 Assist with Missing Resident situations.

3.2.1.7 Technology control station monitoring.

3.2.1.8 Daily briefings to the agency as requested, and next shift personnel.

3.2.1.9 Other related security/monitoring services as needed.

3.2.1.10 **The service requirements require coverage for 24 hours per day, 7 days per week with a minimum of 2 Security Personnel per Shift with one being a higher skill level.**

3.2.1.11 Notwithstanding Contract Award requirements for staffing as listed in Section 3.1, Vendor must reply to the Agency's general staffing requests within forty-eight (48) hours of the submitted request to confirm the ability to supply the general staffing request.

3.2.1.12 **Vendor's inability to supply the general staffing request may be considered a vendor default under this Contract**

3.2.2 Special Staffing: Vendor may be requested to provide security for unplanned, special events ("Specials"). Such Specials can involve providing access control or security for special events, facility repairs, or construction activity.

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- 3.2.2.1 The service requirements may vary and may require coverage for 24 hours per day for extended periods.
- 3.2.2.2 Vendor must reply to the Agency's special staffing request within forty-eight (48) hours of the submitted request to confirm the ability to supply the special staffing request.
- 3.2.2.3 **Vendor's inability to supply the special staffing request shall be considered a vendor default under this Contract**
- 3.2.3 **Emergency Staffing:** In the event the Agency determines that a situation is an emergency, the Agency may request additional Security Personnel coverage.
 - 3.2.3.1 Vendor shall provide the additional emergency Security Personnel coverage requested within eight (8) hours of the submitted request.
 - 3.2.3.2 The service requirements may vary and may require coverage for 24 hours per day for extended periods.
 - 3.2.3.3 Vendor must reply to the Agency's special staffing request within two (2) hours of the submitted request to confirm the ability to supply the special staffing request.
 - 3.2.3.4 **Vendor's inability to supply the special staffing request shall be considered a vendor default under this Contract**
- 3.2.4 **Independent Contractor:** The Vendor and its agents shall offer services to the Agency as an independent contractor and shall accept the requirements of these specifications as the responsibilities necessary to perform the function of a commercial guard service at a professional and sustained level of service.

3.3 **TURNOVER CONTROL:**

- 3.3.1 Turnover in the total number of Security Personnel provided to the Agency shall not exceed 25% per annum or 30% in one quarter.
- 3.3.2 Should turnover exceed these limitations the Vendor shall, at their own expense, provide all training previously provided as necessary to ensure that the replacing Security Personnel possess a level of skill equal to the Security Personnel who have terminated service.
- 3.3.3 Vendor shall make all reasonable efforts to minimize attrition among trained qualified Security Personnel.
- 3.3.4 Vendor should consider offering comparable market rate wages and benefits in an effort to recruit qualified personnel and avoid turnover.

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3.4 TRANSITIONAL REPORTING AND STAFF CONTACT:

- 3.4.1 At least 15 calendar days prior to the expiration or cancellation of this contract, the Vendor shall provide the Agency with the contact information for each of the security personnel providing security service to the Agency.
- 3.4.2 The vendor shall permit the Agency and the winning bidder in subsequent bids of similar security contracts to contact the Vendor's personnel to discuss future employment with the winning bidder.

3.5 REPLACEMENT OF EQUIPMENT PROVISIONS:

- 3.5.1 The Vendor shall bear the cost of repair and/or replacement of any equipment provide by the Agency for use in performing the security services that is rendered inoperative due to misuse, or abuse by the contract employee using the equipment, (or failing to provide reasonable care and security,) or due to a failure to provide the contract employee with training sufficient to operate the equipment in a normal, safe, and effective manner.
- 3.5.2 This provision shall not apply to equipment failure mutually agreed by the Agency and the Vendor as having occurred as a result of normal use or wear.

3.6 OVERTIME, HOLIDAYS and OTHER IMPORTANT DATES:

- 3.6.1 Security Personnel may be required to work more than forty (40) hours in a work week. Any Temporary Employee working in excess of forty (40) hours per week must obtain prior authorization from the agency. Vendor shall make every effort to refrain from the need for overtime for any personnel assigned to the contract.
- 3.6.2 Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate contained on the Pricing Pages for all authorized work in excess of forty (40) hours per week.
- 3.6.3 Billing shall be on a separate line item on the invoice for overtime pay.
- 3.6.4 Security Personnel shall work on days recognized as a Holiday by the Agency. Vendor shall bill and Agency shall pay 2 times the hourly billing rate for hours worked, but not more than 8 hours, on days recognized as a Holiday by the Agency.
- 3.6.5 Security Personnel shall work on days recognized as an Other Important Dates by the Agency. Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate for hours worked, but not more than 8 hours, on days recognized as an Other Important Date by the Agency.
- 3.6.6 In any instance where the Agency is billed 1.5 times the hourly billing rate, Vendor must pay the employee 1.5 times the employee's normal wage.

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- 3.6.7 In any instance where the Agency is billed 2 times the hourly billing rate, Vendor must pay the employee 2 times the employee's normal wage.
- 3.7 SHIFTS and HOURS:**
- 3.7.1 Working hours shall be 24 hours per day, 7 days per week, including Holidays and Weekends.
- 3.7.2 The Work Week begins on Saturday at 12:00 a.m. and ends on Friday at 11:59 p.m.
- 3.7.3 Weekdays begin Monday at 12:00 a.m. and end Friday at 11:59 p.m.
- 3.7.4 Weekends begin Saturday at 12:00 a.m. and end Sunday at 11:59 p.m.
- 3.7.5 Shifts are:
- 3.7.5.1 Day Shift 8:00 a.m. to 4:00 p.m.
- 3.7.5.2 Evening Shift 4:00 p.m. to 12:00 a.m.
- 3.7.5.3 Night Shift 12:00 a.m. to 8:00 a.m.
- 3.7.6 Each shift includes two paid 15-minute breaks and one paid half hour lunch break. Lunch needs to be in the building. If staffing is at the appropriate numbers, then one may leave the grounds but someone must be on duty at the cameras at all times.
- 3.8 FEE ADJUSTMENT CONTRACT MODIFICATION:**
- 3.8.1 The Agency may consider, upon approval by the WV Purchasing Division, a vendor's request to increase the hourly billing rate only if the State of West Virginia minimum wage rate changes during the life of the contract and that rate change entitles the Security Personnel to an increased salary. Any adjustment shall be based on the actual dollar value of the increase, not a percentage.
- 3.8.2 Any request for an increase should be submitted to the Agency thirty (30) calendar days prior to the effective date of the increase. The Purchasing Division reserves the right to accept or reject the increase request and will amend accordingly or cancel and re-bid the contract. No other increases will be considered.
- 3.9 REPORTING REQUIREMENTS:**
- 3.9.1 **Reporting & Documentation of Incidents:** The Vendor or his designee shall be responsible for providing both a written and oral report of any incident that occurs on any shift no later than the close of that shift period. This report shall be provided to the shift supervisor. An incident is defined as, but not limited to, the following:
- 3.9.1.1 Any wandering or missing Resident occurrence.
- 3.9.1.2 Any apparent or suspected criminal activity

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- 3.9.1.3 Any criminal or civil charges brought against the Vendor or its personnel as it may relate to the contracted service.
 - 3.9.1.4 Any apparent trespass of the Agency's property.
 - 3.9.1.5 Any verbal or physical confrontation amongst any contract employee, Agency employee, guests or visitors
 - 3.9.1.6 Any performance failure of the Vendor.
 - 3.9.1.7 Any federal, state, or county regulatory requirement in which the Vendor is in noncompliance.
 - 3.9.1.8 Any equipment or system failure associated with the performance of the contracted service.
 - 3.9.1.9 Any fire or unsafe condition existing within the Agency's environment and observed by or reported to a contract employee, and emergency actions taken by the contract employee to eliminate or improve such conditions.
 - 3.9.1.10 Any incident in which procedures governing the safe and orderly operation of the site are violated.
- 3.9.2 **General Reporting Requirements:** The Vendor **shall** provide to the Agency written reports as identified in substance and frequency set forth below. These reporting requirements shall not be considered exclusive, and the Agency may, at its discretion, identify and request other information relating to the contracted service. All documentation submitted under this subsection will be certified by signature as being true and correct.
- 3.9.2.1 **Billing report:** Vendor shall submit a Billing report to the Agency and must include all timesheets for the work week, to include name, assignment, billing rate, dates, times, number of hours per day, and a total amount due and payable.
 - 3.9.2.2 **Personnel Turnover Report:** Vendor shall submit a Personnel Turnover report to each Agency receiving services under this contract **quarterly on March 10, June 10, September 10, and December 10 of each year.**

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

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- 3.9.2.3 Training report:** Vendor shall provide the Training report to each Agency receiving services under this contract on the **10th day of each month**. The training report should contain the following items: Name of the individuals completing the training, designation of classroom or on-the-job training, number of hours trained, and training topics covered.
- 3.9.2.4 Proof of License Renewal and Insurance:** Vendor shall provide proof that all applicable licenses and insurance have been renewed each year the contract is renewed.
- 3.9.2.5 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.
- 3.9.2.6 Employment Reporting:** The Vendor shall provide the Agency with a list of all 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.

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

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

- 3.10.1.1** Be 18 years of age or older.
- 3.10.1.2** Have a high school diploma or equivalent written examination.
- 3.10.1.3** Be able to efficiently speak, read and write in the English language.
- 3.10.1.4** Have basic computer skills, including the ability to type the necessary information required for this position.
- 3.10.1.5** Be able to perform basic mathematical equations such as adding, subtracting, dividing, and multiplying, either with or without a calculator.
- 3.10.1.6** Pass a background check as outlined below.
- 3.10.1.7** Pass a physical examination and drug test as outlined below.
- 3.10.1.8** Pass a physical fitness test as outlined below.
- 3.10.1.9** Complete the required training as outlined below.

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3.10.1.10 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.

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

3.10.2 Background Check: All potential Security Personnel proposed for service under this contract must have a complete background check performed by **WV Cares** at Vendor's sole cost. Vendor must establish an account with WV Cares for background checks and fingerprinting. All Security Personnel submitted by Vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal).

3.10.2.1 The Vendor shall present the results of the background check and fingerprint validation report to the Agency for consideration prior to assigning any Security Personnel to perform under this contract.

3.10.3 Drug Testing: Security Personnel assigned to this contract must pass a Twelve (12) Panel Drug Screen prior to being assigned to perform under this contract and **annually** thereafter.

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

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

3.10.4 Physical Examination: Security Personnel assigned to this contract must pass a physical examination by a licensed Physician prior to being assigned to perform under this contract.

3.10.4.1 Security Personnel are deemed to have passed the physical examination if they are found to be free from any hearing, sight or physical limitations which would prevent performance of duties as stipulated in the Medical Guidelines for West Virginia State Police, **Exhibit B** attached.

3.10.4.2 All costs for the physical examinations will be the responsibility of the Vendor.

3.10.4.3 The Physical Examinations shall be conducted by a licensed physician of the Vendor's choice and verification provided to the Agency upon successful completion.

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- 3.10.5 Physical Fitness Testing:** Security Personnel assigned to this contract must pass a physical fitness test prior to being assigned to perform under this contract.
- 3.10.5.1** The physical fitness testing standards will require that all Security Personnel are capable of the physical tasks as stipulated in the West Virginia State Police Physical Ability Standards, **Exhibit C** attached.
- 3.10.5.2 Any costs for the physical fitness testing will be the responsibility of the Vendor.**
- 3.10.5.3** The Physical Fitness Test will be conducted by the Vendor and verification provided to the Agency upon successful completion.
- 3.10.6 Testing Failure:**
- 3.10.6.1** If a potential Security Personnel fails the physical examination, drug testing or physical fitness testing, the guard shall not be employed to perform services under this contract.
- 3.10.6.2** If a Security Personnel already employed to provide services under this contract fails the drug testing, Vendor shall immediately remove the Security Personnel from service under this contract.
- 3.10.6.3** If a Security Personnel already employed to provide services under this contract fails the physical examination or physical fitness testing in subsequent years, the guard will be required to be retested within 60 calendar days after the date of the failed test.
- 3.10.6.3.1** If the guard fails either test for the second time, the guard will be removed from assignment from this contract until such time as the guard can successfully pass the physical examination and physical fitness test.
- 3.10.7 Minimum Training Before Assignment:** The Vendor must provide training to all Security Personnel before assignment to the Agency under this contract or provide evidence acceptable to the Agency that the Security Personnel has an equivalent skill level to that established in the training program.
- 3.10.7.1** All training and instruction shall be provided by the Vendor or Vendor's assignee at the Vendor's expense.
- 3.10.7.2** All training modules must have the advance approval of the Agency.
- 3.10.7.3** The training modules listed are to be developed by the Vendor and submitted for approval to the Agency.

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- 3.10.7.4** All training instructors must have experience and qualifications satisfactory to the Agency.
- 3.10.7.5** The required pre-assignment training includes the six modules listed below, at a minimum. Agency reserves the right to require additional training if it deems such additional training necessary.
- a. *Module 1: The Security Responsibility (minimum of 2 hours)*** The module shall consist of the following, at a minimum: life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; and report writing and documentation.
 - b. *Module 2: The Protected Environment (minimum of 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 (minimum of 3 hours)*** This module shall include a discussion of the philosophy of prevention versus apprehension; the concept of timely intervention in a developing situation; the limitations of arrest powers and the agency's requirements in these matters; the use of force and the need to establish ability, opportunity, and jeopardy to self and others; and the limitations on search and seizure and the Agency's requirements in these matters
 - d. *Module 4: Standard Operating Procedures (minimum of 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 (minimum of 2 hours)*** This module shall include identification and discussion of types of emergencies that may occur, and the emergency response required for Resident elopement, fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and workplace violence.
 - f. *Module 6: Review (minimum of 1 hour)***

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3.10.7.6 Minimum Training for Limited Assignment Personnel (Special and Emergency Staffing): Temporary limited assignment of Security Personnel above and beyond the normal requirement may be requested during an emergency situation or special event. Temporary limited assignment may not exceed sixty (60) calendar days. Any individual assigned as temporary must complete the following three training modules prior to providing service under this contract.

- a. Module 1: The Security Responsibility
- b. Module 2: The Protected Environment
- c. Module 5: Emergency Practices

3.10.8 On-the-job Training (OJT): During the first 60 days of assignment to the contract, the Vendor shall provide on-the-job training to all Security Personnel assigned to the contract as outlined in the modules below. Any deviations must be mutually agreed in writing. Agency shall provide “new hire” Orientation and annual refresher Orientation. Time spent in Orientation and/or OJT will be paid the same as if it were time spent working.

3.10.8.1 On-the-job training may only be conducted under the direct supervision of a qualified Security Personnel (approved by the Agency) who has by practice and experience, a working knowledge of all of the Agency’s practices and procedures relating to the safety and security matters of the site.

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

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

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

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

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On-the-job Training 1: Prevention/Protection

- A. Patrol requirements
- B. Communications, Radios, Cameras and Door Alarms
- C. Hazard identification: initial action and reporting
- D. Identification systems; badges; sign-in sheets
- E. Package screening procedures
- F. Reporting requirements
- G. Visitors, Residents, Contractors, and Deliveries
- H. Response to response to alarms and emergency situations
- I. Traffic and parking control and enforcement
- J. Specific escort requirements
- K. Appearance, bearing, and demeanor.
- L. Timesheets, time clocks.

On-the-job Training 2: Enforcement

- A. Handling confrontations with Agency's employees, visitors and contractors
- B. Normal business contacts with Agency's employees, senior executives, visitors, special guests and contractors
- C. Specific post instructions
- D. Enforcement responsibilities of Agency's procedures and regulations
- E. Review of criminal law procedures regarding potential site confrontations
- F. Documentation of and preservation of evidence
- G. Limitations on search and seizure
- H. Proper report writing

On-the-Job Training 3: Emergency Procedures

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

On-the-Job Training 4: Special Equipment Training

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

3.10.9 Certification of Qualification:

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Vendor shall provide to the Agency a letter or affidavit for each Security Personnel assigned to the contract certifying under the penalty of false swearing and that the Security Personnel has met all of the hiring and training requirements as set forth in the contract. **NOTE:** False swearing will be grounds for termination of the Security Personnel from assignment to this contract and/or Vendor default of contract.

3.10.10 Skill Level Categories:

Security Personnel assigned to the Agency under this contract may qualify for four (4) distinct skill level categories. A general description of each category is provided below. Vendor must validate the requirements of each category are met before personnel are assigned to work at that skill level.

Vendor shall provide Security Personnel at the skill level(s) requested by the Agency and shall continue to provide same until such time as the Agency requests otherwise.

3.10.10.1 Vendor shall provide Security Personnel within the number of days as specified in Sections 3.1 and 3.2.

3.10.10.2 If the vendor is unable to provide Security Personnel at the requested skill level, the Vendor shall supply Security Personnel with a higher skill level at the original requested skill level hourly billing rate.

3.10.10.3 Providing Security Personnel with a lower skill level than that requested is not permitted.

3.10.10.4 Failure to Provide Security Personnel: The inability to provide Security Personnel at the skill level requested or an acceptable substitute are grounds for contract cancellation.

Security Personnel Skill Levels:

- I. Security Officer I - (Not currently used, but included in case of emergency or special event):** A Security Officer I must have successfully completed the following, and a minimum of 12.5 hours of classroom training and the prescribed on-the-job training to be considered qualified to fill the least-skilled category.
 - a) Security Officer Orientation
 - b) Role of the Security Officer
 - c) Report Writing
 - d) Legal Powers and Limitations
 - e) Preventing Discrimination & Harassment
 - f) Emergency Procedures
 - g) Bloodborne Pathogens
 - h) Access Control
 - i) Communications & Public Relations
 - j) Customer Service

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- k) Professionalism & Ethics
- l) Use of Force
- m) Workplace Violence
- n) Site OJT

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

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

III. Security Officer III/ Shift Supervisor - (Not currently used, but included in case of emergency or special event): shall have completed Security Officer 1 and 2 training and the following:

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

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

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

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

Security Personnel of a higher skill level will be responsible for the control and accuracy of time records for all contract personnel and exercise overall supervision and direction of the security personnel. The minimum acceptable skill level for this section shall be “Sergeant”.

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3.10.12 Shift Continuity:

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

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

3.10.13 Alternate Replacement Personnel:

The Vendor may, from time to time, identify a need for additional alternate Security Personnel to fulfill a temporary service or relieve vacations and sickness of permanent personnel. In such instances the Vendor and Agency will evaluate the minimum skill requirements and pre-screening practices required based on the available lead time and the nature of temporary assignment to meet the service needs. Any deviation from the requirements of the contract must be agreed to in writing by the Agency and the Vendor.

3.10.14 Uniforms:

3.10.14.1 The Vendor shall provide, at Vendor's sole cost, at least five (5) pair of tactical pants, five (5) polo shirts, and seasonal outerwear for each Security Officer assigned to the contract 24 hours or more per week.

3.10.14.2 The Vendor shall provide, at Vendor's sole cost, at least two (2) pair of tactical pants and two (2) polo shirts for each Security Officer assigned to the contract 12-24 hours per week.

3.10.14.3 **No Security Personnel may be assigned to the contract without at least a one uniform shirt.**

3.10.14.4 Vendor shall supply individual printed name badges for all personnel assigned to the contract.

3.10.14.5 All uniforms, badges, insignias and logos must be approved by the Agency in regard to style, construction, color and adherence to professionalism.

3.10.14.6 Seasonal outerwear shall consist of a winter coat and hat, and a spring/fall jacket and hat, at a minimum. Both should be weatherproof with tactical pockets.

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

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3.10.15 Appearance and Personal Hygiene:

To enhance public respect and recognition, employees shall strive to keep a neat and clean appearance while on duty. It is unacceptable conduct for Security Personnel to practice poor personal hygiene or poor grooming habits while in the performance of their duties. **The Agency may request removal of any Security Personnel not following these guidelines.** The following rules shall govern the appearance and personal hygiene issues of any Security Personnel providing service to the Agency under this contract.

3.10.15.1 Male and Female Employees:

- a. Body piercings, including earrings, which is visible anytime while on duty and/or in uniform is prohibited.
- b. Necklaces may not be worn while on duty for safety reasons.
- c. A bracelet may be worn only if it contains medical information concerning the member and does not create a safety hazard.
- d. No more than one ring shall be worn on each hand except that a combination engagement and wedding band may be worn by females.
- e. Rings shall not have sharp edges that would create a hazard to the employee when wearing gloves.
- f. No personal items shall be visible from the uniform pockets except appropriate writing pens.
- g. Hairstyles that may be considered “fads” or “special hairstyles” or “designs” are prohibited.

3.10.15.2 Male Uniformed Employees:

- a. Hairstyles may be either tapered or block cut, but must be worn in a neat, conservative, and professional manner at all times.
- b. 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.
- c. If an employee desires to wear sideburns, mustache, or beard they must be neatly groomed.

3.10.15.3 Female Uniformed Employees:

- a. Hairstyles must be worn in a neat, conservative, and professional manner at all times.
- b. Hair may be pulled back and secured with elastic bands. Hair clasps, barrettes, or other fasteners, hair nets, ribbons, beads and so forth are prohibited from being worn.
- c. Hair color shall be of a conservative shade and have no unnatural tones of color. Spraying substances, color or glitter are prohibited.
- d. False eyelashes are prohibited.

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- e. 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.

3.10.16 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 Agency, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for all requirements of the contract, and payment of all subcontractors.

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4 CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items **meeting the required specifications** for the **lowest overall total** as shown on the Pricing Pages. Vendor must supply all the Contract Items. **Failure to provide pricing for all Contract Items may result in the vendors' bid being disqualified.**

4.2 Pricing Pages: Vendor must complete the **Exhibit A Pricing Pages** by providing an all-inclusive hourly billing rate for each Contract Item 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. The Pricing Pages have been provided in Excel and formatted to automatically calculate the bid scenario. However, it is the vendor's responsibility to ensure the calculations for their bid are correct before submitting. In the event of any errors, the Unit Price shall prevail. Vendors should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

Vendors should enter the Total Contract Amount in wvOASIS.

5 ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.

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

5.1.2 Vendor should provide an email address and fax number where orders may be sent.

5.2

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- 5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendor shall submit one invoice per week, including a copy of timesheets as backup documentation.
- 6 TRAVEL:** It is mandatory that a vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the agency separately.
- 7 FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 7.1** Vendor must identify personnel which will be issued access cards and/or keys to perform service.
- 7.2** Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$50 for each access card lost, stolen, or not returned to the Facility.
- 7.3** Vendor shall notify Facility immediately of any lost, stolen, or missing card or key.
- 7.4** Anyone performing under this Contract will be subject to Facility's security protocol and procedures, a copy of which is available upon request.
- 7.5** Vendor shall inform all staff of Facility's security protocol and procedures.
- 8 VENDOR DEFAULT: The following shall be considered a Vendor Default under this Contract:**
- 8.1** Failure to perform Contract Services in accordance with the requirements contained herein.
- 8.2** Failure to comply with other specifications and requirements contained herein.
- 8.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.4** Failure to remedy deficient performance upon request.
- 8.5** The following remedies shall be available to Agency upon default.
- 8.5.1** Immediate cancellation of the Contract.
- 8.5.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.5.3** Any other remedies available in law or equity.

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- 9 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.

Name: Scott A. Ball Jr

Title: CEO

Office Phone: 606-929-9001

Cell Phone: 606-585-5351

Email Address: s.ball@bwhsecurity.com

- 10 Emergency Contact:** During its performance of this Contract, Vendor must designate and maintain an Emergency Contact responsible for any Contract issues that may arise outside of normal business hours. The Emergency Contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendor shall supply its Emergency Contact information upon request.

Name: Jessica F. Price

Title: Regional Manager

Office Phone: 606-929-9001 Ext. 104

Cell Phone: 304-972-2440

Email Address: j.price@bwhsecurity.com

EXHIBIT B

MEDICAL GUIDELINES – West Virginia State Police

The medical selection standards established are designed to satisfy the requirements of the Americans with Disabilities Act and ensure that the standards do not unfairly exclude people from employment as law enforcement officers who are otherwise qualified. Each medical standard listed has been related to the essential tasks and are therefore validated as legitimate standards.

The medical screening guidelines are all potentially excludable conditions unless otherwise noted. Potentially excludable conditions are defined as any condition specified in the medical screening guidelines which may render a candidate incapable of satisfactorily completing the training necessary to perform the essential tasks which comprise the job of law enforcement officer.

EYES AND VISION

VISUAL ACUITY - An applicant's uncorrected distant vision may be equal to but not worse than 20/100 in the weaker eye, and shall be correctable to better than, or equal to 20/30 (Snellen) in each eye.

Means of correction must be worn on the job and must not interfere with proper fitting of a facial mask, e.g. gas mask, riot helmet, or air, or blood borne pathogen masks, etc.

Far visual acuity shall be at least 20/30 binocular with contact lenses or spectacles. Far visual acuity shall be at least 20/100 binocular for wearers of hard contacts or spectacles. Successful long-term soft contact lens wearers (six months without a problem) are not subject to the uncorrected standard.

Sufficient time must have passed (i.e., six months) to allow stabilization of visual acuity and to ensure that there are no post-surgical complications for applicants who have undergone ophthalmological procedures such as radial keratotomy or repair of retinal detachment.

VISUAL ACUITY - COLOR VISION - Candidate must pass a "controlled color discrimination test", e.g. USDOT color vision examination.

VISUAL ACUITY - DEPTH PERCEPTION - Depth perception should be sufficient to demonstrate normal stereo depth perception with or without correction to the standard: 80 ARC seconds.

EARS AND HEARING

HEARING ACUITY - Hearing is measured by use of an audiometer, the candidate should have no average loss of 25 or more decibels at the 500, 1000, 2000, and 3000 Hertz (Hz) levels in either ear with no single frequency loss in excess of 40.

ACUTE OTITIS MEDIA, OTITIS EXTERNA, AND MASTOIDITIS - If the candidate meets Hearing Acuity guidelines and the condition is resolved, then the condition is non-disqualifying.

ANY INNER/MIDDLE/OUTER EAR DISORDER AFFECTING EQUILIBRIUM, E.G. MENIERE'S DISEASE - If the candidate has historically had episodes of vertigo, he or she may require further evaluation.

NOSE, THROAT AND MOUTH

LOSS OF SENSE OF SMELL

APHONIA, SPEECH LOSS OR SPEECH DEFECTS

ABNORMALITIES OF THE NOSE, THROAT OR MOUTH - If the abnormality does not interfere with the candidate's breathing, or the proper fitting of a gas mask, then the condition is non-excludable.

PERIPHERAL VASCULAR SYSTEM

HYPERTENSION - Resting blood pressure should be less than, or equal to, 140 mmHg systolic and 90 mmHg diastolic on three successive readings. (If the candidate has controlled hypertension not exceeding the above standard and is on medication with side effect profiles which do not interfere with performance of duty as a state police officer, then the condition may not be excludable.)

Candidate must have a functional and therapeutic cardiac classification no greater than 1A, i.e., Functional Capacity I: Patients with cardiac disease and no limitation of physical activity. Ordinary physical activity does not cause discomfort. Patients in this class do not have symptoms of cardiac insufficiency, nor do they experience anginal pain. Therapeutic classification A: Patients with cardiac disease whose physical activity need not be restricted.

PERIPHERAL VASCULAR ABNORMALITY - Any condition which is severe and/or symptomatic may be excludable, e.g. arterial insufficiency, deep or superficial vein thrombophlebitis, Reynaud's Disease.

HEART AND CARDIOVASCULAR SYSTEM

CONGENITAL HEART DISEASE - If the candidate's functional work capacity is unimpaired, then the condition is non-excludable.

VALVULAR HEART DISEASE - Examples are: significant valvular insufficiency, significant septal defects (any valve), or prolapsing mitral valve (symptomatic).

CORONARY ARTERY DISEASE

ECG ABNORMALITIES - If associated with organic heart disease, including, but not limited to WPW Syndrome, ST depression, partial or complete left bundle branch blocks, 3 degree A-V block, Mobitz Type II A-V blocks, sinoatrial block or sick sinus syndrome, ventricular extrasystoles (frequent - 20/minute with exercise, 10/minute without exercise), ventricular tachycardia, atrial fibrillation or flutter, episodic supraventricular tachycardia or consistent supraventricular tachycardia at rest or persistent after exercise even if asymptomatic.

ANGINA

CONGESTIVE HEART FAILURE

CARDIOMYOPATHY

PERICARDITIS, ENDOCARDITIS, AND MYOCARDITIS

RESPIRATORY SYSTEM

THE RESPIRATORY SYSTEM MUST BE FREE OF CHRONICALLY DISABLING CONDITIONS THAT WOULD INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM ESSENTIAL TASKS.

INFECTIOUS OR POTENTIALLY INFECTIOUS PULMONARY TUBERCULOSIS

CHRONIC BRONCHITIS

CHRONIC OBSTRUCTIVE PULMONARY DISEASE

EMPHYSEMA

RESTRICTIVE LUNG DISEASES

BRONCHIECTASIS AND PNEUMOTHORAX (current or repeated history)

PNEUMONECTOMY

ACUTE MYCOTIC DISEASES - Including, but not limited to, Coccidioidomycosis and Histoplasmosis.

ACUTE PLEURISY

MALIGNANT DISEASES - Any condition which may interfere with the candidate's ability to perform

the essential tasks of the job must be noted.

GASTROINTESTINAL SYSTEM

COLITIS - Including but not limited to Crohn's disease, ulcerative colitis, irritable bowel syndrome (symptomatic or needing medication), bacterial colitis. If the candidate's condition is controlled and is on medication with side effect profiles which do not interfere with performance of duty then the condition may not be excludable.

DIVERTICULITIS

ESOPHAGEAL DISORDERS - Including, but not limited to, esophageal stricture, lower esophageal ring and esophageal spasm. If the candidate's condition is controlled, then the condition is non-disqualifying.

PANCREATITIS

GALL BLADDER DISORDERS

ACTIVE PEPTIC ULCER DISEASE

SYMPTOMATIC INGUINAL, UMBILICAL, VENTRAL, FEMORAL, OR INCISIONAL HERNIAS

MALIGNANT DISEASE OF THE LIVER, GALL BLADDER, PANCREAS, ESOPHAGUS, STOMACH, SMALL OR LARGE BOWEL, RECTUM OR ANUS

GASTROINTESTINAL BLEEDING

ACTIVE OR CHRONIC HEPATITIS

CIRRHOSIS OF THE LIVER

MOTILITY DISORDERS, E.G. SCLERODERMA

If any of the above or other G-I conditions are controlled, then they may be non-excludable.

GENITOURINARY SYSTEM

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITIONS WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

PREGNANCY - Examining physician should record there is a pregnancy.

NEPHRECTOMY - If a candidate possesses this condition with normal natural renal function, then the condition is non-disqualifying.

ACUTE NEPHRITIS

NEPHROTIC SYNDROME

ACUTE RENAL/URINARY CALCULI

RENAL TRANSPLANT

RENAL FAILURE

HYDROCELE AND VARICOCELE (Symptomatic)

MALIGNANT DISEASES OF BLADDER, KIDNEY, URETER, CERVIX, OVARIES, BREASTS, PROSTATE, ETC.

ACTIVE VENEREAL DISEASES

URINARY TRACT INFECTION

POLYCYSTIC KIDNEY DISEASE

PELVIC INFLAMMATORY DISORDERS

ENDOMETRIOSIS

INFLAMMATORY DISORDERS, e.g. - Prostatitis, Orchitis, Epididymitis

SCLERODERMA

ENDOCRINE AND METABOLIC SYSTEMS

UNCONTROLLED THYROID DISEASE

DIABETES MELLITUS - Potential excludability requires a case by case assessment as to the control of diabetes and presence and severity of symptoms and complications.

ADRENAL DYSFUNCTION - Including, but not limited to, Addison's Disease and Cushing's Disease.

INSULIN REACTIONS

UNTREATED THYROID MALIGNANCY

MUSCULOSKELETAL SYSTEM

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

DISORDERS THAT LIMIT MOTOR PERFORMANCE

CERVICAL SPINE OR LUMBOSACRAL FUSION

DEGENERATIVE CERVICAL OR LUMBAR DISC DISEASE (if Symptomatic)

EXTREMITY AMPUTATION

OSTEOMYELITIS

MUSCULAR DYSTROPHY

LOSS IN MOTOR ABILITY FROM TENDON OR NERVE INJURY/SURGERY - In an area relevant to the applicant's performing his essential tasks.

ARTHRITIS - If a candidate possesses this condition with no functional impairment, then the condition is non-excludable.

COORDINATED BALANCE

SYMPTOMATIC HERNIATED DISC

SPINAL DEVIATIONS

HEMATOPOIETIC AND LYMPHATIC SYSTEMS

HEMATOPOIETIC DISORDERS (Including malignancies), e. g. - SCD, Thalassemia, G6PD, etc.

HEMOPHILIA

NERVOUS SYSTEM

CANDIDATE MUST BE FREE OF ANY DISORDER WHICH MAY NEGATIVELY AFFECT PERFORMANCE OF ESSENTIAL TASKS.

SEIZURE DISORDER (All types)

CEREBRAL PALSY

MOVEMENT DISORDERS, e. g. Parkinson's

CEREBRAL ANEURYSMS

SYNCOPE

PROGRESSIVE NEUROLOGICAL DISEASES - Including, but not limited to, Multiple Sclerosis and Huntington's Chorea.

PERIPHERAL NERVE DISORDER - Including, but not limited to, Polyneuritis, Mononeuritis and Neurofibromatosis.

NARCOLEPSY

CEREBRAL VASCULAR ACCIDENT

CENTRAL NERVOUS SYSTEM INFECTIONS

EXHIBIT C

West Virginia State Police Physical Ability Standards

PUSH-UPS – Designed to measure upper body muscular endurance and absolute strength. Applicants must be able to complete 18 properly executed push-ups within one minute.

The hands are placed about shoulder width apart. The administrator places a fist on the floor below the applicant's chest.

Starting from the up position (elbows fully extended), the applicant must keep the back straight at all times and lower the body to the floor until the chest touches the administrator's fist. Applicant then returns to the up position.

SIT-UPS – Designed to measure abdominal muscular endurance. Applicants must be able to complete 28 properly executed sit-ups within one minute.

The applicant starts in the up position, knees bent, heels flat on the floor, hands folded across the chest touching the shoulders.

A partner holds the feet down firmly.

In the up position, the applicant should pass the elbows over the knees then return until the shoulder blades touch the floor. Any resting must be done in the up position.

1.5 MILE RUN – Designed to measure cardiovascular capacity. Applicants must be able to complete the 1.5 mile run within 14 minutes, 36 seconds.

Equipment: A stopwatch or clock with a sweep second hand; an indoor or outdoor track or another suitable running area measured to 1.5 miles; testing forms to record data.

The applicant should refrain from smoking or eating for two hours preceding the test.

Allow adequate time prior to the test for stretching and warm-up exercises.

During the administration of the test, the applicants can be informed of their lap times. If several applicants run at once, their individual times at the finish can be called out and recorded later.

An important consideration at the end of the run is the "cool down" period. The applicants should be cautioned about sitting or standing around immediately after the run to prevent venous pooling. They should be instructed to walk an additional five minutes or so in order to enhance venous return and aid in recovery.

HOW TO PREPARE FOR THE TESTS

Consult your physician prior to starting this exercise program. The following guidelines are presented based on a twelve (12) week period preceding screening.

Preparing for the PUSH-UPS (upper body strength):

Determine how many push-ups you can do in one (1) minute. At least three (3) times per week do three (3) sets of the amount you can do in one (1) minute.

Preparing for the SIT-UPS (muscular endurance).

The progressive routine is to do as many bent-leg sit-ups (hands folded across the chest with someone holding your feet) as possible in one minute. At least three (3) times per week do three (3) sets (three (3) groups of the number of repetitions you did in one (1) minute).

Preparing for the 1.5 MILE RUN (cardiovascular capacity):

Below is a gradual schedule that would enable you to perform a maximum effort for the 1.5 mile run. If you can advance the schedule on a weekly basis, then proceed to the next level. If you can do the distance in less time, then that is encouraged.

WEEK	ACTIVITY	DISTANCE (Miles)	TIME (Minutes)	FREQUENCY (x per week)
1	Walk	1	17-20	5
2	Walk	1.5	25-29	5
3	Walk	2	32-35	5
4	Walk	2	28-30	5
5	Walk/Jog	2	27	5
6	Walk/Jog	2	26	5
7	Walk/Jog	2	25	5
8	Walk/Jog	2	24	4
9	Jog	2	23	4
10	Jog	2	22	4
11	Jog	2	21	4
12	Jog	2	20	4

Applicants must successfully pass this pre-employment physical ability examination. These tests have been validated and demonstrate the ability to perform job-related tasks necessary to carry out the essential functions of the position of state police officer.

The tests described are graded as pass or fail; acceptance is based upon successfully passing all four measures.

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EXHIBIT D – Vendor Qualifications & References

Vendor must have been an operating business entity for at least the past three (3) years. List business name, City, State, and date of incorporation. Provide a copy of proof of business registration with the State Seal.

Business Name	City, State	Date Started	Attach Copy
BWH Security LLC	Ashland Kentucky	August 1st 2009	*

Vendor must have a history of providing a minimum of five (5) security personnel at a minimum of three (3) separate locations in the past three (3) years. Provide Client’s Name, City and State and dates services were provided. List names and titles of security personnel provided. List dates provided.

Business/Client Name, City, State	Dates: From/To	Security Personnel: NAME	TITLE
1. Bluegrass Station	2020 -	1. Brandi Randall	Sergeant II
		2. Anthony Daughtery	Sergeant II
		3. Skylar Stump	Sergeant I
		4. Larry Barnes	Security Guard
		5. Tom Atwood	Security Guard
2. Louisville Metro Housing Authority	2022	1. Daniel Boone	Sergeant II
		2. Rose Houchin	Security Guard
		3. Anthony Wilds	Roving Security Guard
		4. Naomi Swain	Roving Security Guard
		5. Curtis Middleton	Sergeant I
3. Suncoke Energy Grundy Virginia Middletown Ohio Haverhill Ohio Quincy Wv		1. Tim Tunnel	JWO Sergeant II
		2. John Maxbauer	MTO Sergeant II
		3. Jennifer Wesch	MTO Sergeant I
		4. Bill Winters	HHO Sergeant II
		5. Chester Waugh	HHO Sergeant I

REQUEST FOR QUOTATION
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Security Services

EXHIBIT D – Vendor Qualifications & References

Vendor must provide at least two (2) references for whom the bidder has provided security services in the past three (3) years, to include Contact name, Business name, City, State, Phone number and Email address.

Contact Name and Email Address	Business Name	City, State	Phone Number
Rick Martinez	SunCoke Energy	Lisle IL	630-824-1739
Charlotte Horn	Community Hospice	Ashland Ky	606-329-1890
Joe Thompson	Bluegrass Station	Lexington Ky	859-519-0240
Matt Swain	Louisville Metro Housing Authority	Louisville Ky	502-569-3450

**Exhibit A - Pricing Page - CRFQ VNF24*08
SECURITY PERSONNEL**

Weekdays: Mon - Fri:		Day Shift			Evening Shift			Night Shift		
Item No.	Security Personnel	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total
1	Security Guard I	1		\$ -	1		\$ -	1		\$ -
2	Security Guard II	2,080		\$ -	8,320		\$ -	8,320		\$ -
3	Security Guard III	1		\$ -	1		\$ -	1		\$ -
4	Sergeant/Lieutenant (IV)	2,080		\$ -	1		\$ -	1		\$ -
Weekdays Subtotals:		Day Shift Subtotal:			Evening Shift Subtotal:			Night Shift Subtotal:		
		\$ -			\$ -			\$ -		

Weekends: Sat - Sun:		Day Shift			Evening Shift			Night Shift		
Item No.	Security Personnel	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total
1	Security Guard I	1		\$ -	1		\$ -	1		\$ -
2	Security Guard II	1,664		\$ -	1,664		\$ -	1,664		\$ -
3	Security Guard III	1		\$ -	1		\$ -	1		\$ -
4	Sergeant/Lieutenant (IV)	1		\$ -	1		\$ -	1		\$ -
Weekends Subtotals:		Day Shift Subtotal:			Evening Shift Subtotal:			Night Shift Subtotal:		
		\$ -			\$ -			\$ -		
Subtotals Weekdays + Weekends:		Day Shift Subtotal:			Evening Shift Subtotal:			Night Shift Subtotal:		
		\$ -			\$ -			\$ -		
GRAND TOTAL:										\$ -

*Estimated number of hours is not guaranteed.

**Hourly Rate must be all-inclusive. Holidays, Other Important Dates and Overtime shall be paid as stated in Specifications. All incidentals must be built in to the hourly rate as no expenses shall be paid separately.

** Shift Differential, if any, must be included in the hourly rates and will not be paid separately.

Vendor Information			
Vendor:		Printed Name:	
Address:		Title:	
Office Phone:		*Signature	
Cell Phone:			
Fax:		<i>*I hereby certify I am authorized by the Vendor to sign this document.</i>	
		Email:	

State of West Virginia



CERTIFICATE OF SECURITY GUARD FIRM

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

Scott Alan Ball

of

BWH Security LLC
7349 US Route 60
Ashland KY 41102

is hereby licensed to conduct the business and engage in the business of Security Guard Firm in the State of West Virginia, under the provisions of and in compliance with Chapter 30, Article 18 of the West Virginia Code. This Certificate shall be in effect and valid from 03/02/2023 to 03/02/2025 unless suspended or revoked thereto, in accordance with the provisions of the West Virginia Code.

This license cannot be transferred



Given under my hand and the Great
Seal of the State of West Virginia
on Tuesday, February 6, 2024

Mac Warner

Mac Warner
West Virginia Secretary Of State

73210

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

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Visit us online:
www.wvsos.com

BWH Security PROPOSAL



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

Submitted by:
Scott Ball
CEO
BWH Security
7349 US Route 60
Ashland, KY 41102

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Scope of Service

WV VNF requires a total of approximately 17,472 hours of security service per year. It is understood that on occasion additional hours may be required.

1. Security Officers shall perform their duties in an efficient, conscientious manner, and shall be courteous and helpful to all persons on **WV VNF** property.
2. Security Officer(s) shall be responsible for continually patrolling the exterior and interior of the property.
3. Security Officer(s) shall perform their duties in an efficient, conscientious manner, and shall be courteous and helpful to all persons at **WV VNF**
4. Security Officer(s) are intended to serve as a visual and physical deterrent to crime at **WV VNF** and to respond to calls for assistance, and to call for Police or other emergency response as circumstances warrant.
5. Security Officer(s) are intended to be the eyes and ears of **WV VNF** and ambassadors of goodwill to all residents.
6. All incidents, suspicious or unusual, will be reported to the appropriate authorities and documented by written Incident Report. The Incident Reports shall be entered into the BWH Security computer and be available for recall to **WV VNF management**.

Cost of Service
(See Cost Sheet Exhibit E)

Description of Fixed Price Services

BWH Security shall provide all management, training (including OJT), supervision, manpower, material, supplies, and equipment (except as otherwise noted), and shall plan, schedule, coordinate, and assure effective performance of all services described herein. All the following rates include Federal and State taxes, unemployment, workers' compensation and liability insurance, overtime, training, turnover costs, recruiting, criminal records checks, drug testing, uniforms (blazers for desk clerks and full uniforms for security officers), personnel costs, as well as all other management and supervisory costs.

Bid for Basic Services:

Security Guard Service

Per hour rate:**\$0.00**
Holiday¹ rate per hour:\$0.0
Emergency rate per hour:\$0.00

Patrol Monitoring System:

Installation/Equipment Fee:Waived
System Maintenance:Waived
Telephone/Electric Usage:Client provided

¹Holidays recognized by BWH Security are Christmas Day, New Year's Day, President's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

Introduction

BWH Security was incorporated in the State of Kentucky/in 2009. BWH Security is a national security contract company. We remain a medium-sized security company by choice to better service our clients. BWH Security has a management support staff that would rival a company with double the number of security officers. Our corporate headquarters is within the Ashland KY area, allowing the President of the company and top-level managers to be immediately available to answer client concerns and resolve problems as they occur. As you will see as you read this proposal, we are innovative, aggressive in our attempts to obtain the goals we have defined, always seeking further knowledge, and always challenged. With Regional Offices across 14 states, and regional and district supervisors across 16 states, we provide communication and quality to our clients that rival our competitors.

Our major goal is professionalism; our greatest strength is that we are still fundamentally dedicated to reaching it for **WV VNF** every employee, and every other client.

BWH Security's Headquarters

BWH Security's Headquarters is located at 7349 US Route 60, Ashland, KY. We own approximately 4,000 square feet.

Within this facility, we have

- Unarmed Security
- Armed Police Security
- Armed Non-Police Security
- Home Incarceration
- Drug Testing
- Private Investigations
- Bodyguard Division
- Prisoner Extradition

All divisions are completely networked into our computer system for maximum efficiency. Our administrative staff has the ability to look at the data history to respond to client questions. In addition, the space usage was planned with the aim of future company growth always in mind.

BWH Security has over 1,100 full-time employees assigned from our headquarters and branch offices. These employees are broken down into the following categories:

- Executive Staff
- Dispatchers
- Clerical
- Extradition Officers
- Home Incarceration Coordinators
- Armed Security
- Private Investigators
- Supervisors
- Security Officers
- Maintenance Support

BWH Security has an outstanding management team. This has led to our past success and growth as a company. As a direct result of our management team's competency, we have an excellent client retention rate. In addition to our executive management team, we pride ourselves in placing the highest quality supervisors at each site.

BWH Security recognizes that the biggest way to differentiate yourself in the security industry is having a competent management team. One that keeps an open line of communication with employees and clients. Also, one that recognizes needs as they arise and makes necessary changes to operational policies. Finally, it is imperative that our management team handles issues as they arise, as this is crucial to maintaining client satisfaction.

Organizational Structure

Like all other large companies with hundreds of employees, BWH Security has an organizational structure. What makes our organizational structure unique is that we never forget that **WV VNF** and all our other clients are at the apex of our organizational pyramid.

Next is the President/CEO. Company Vice Presidents and the Comptroller are under his direct command. Each of them supervises the various department heads and clerical staff.

The Executive Vice President of Operations oversees the division that ensures that **WV VNF** service requirements is met. He coordinates and supervises the activities of the Watch Commanders, Field Supervisors, Dispatchers, and Security Officers to better serve **WV VNF** as well as our other clients.

Scott Ball CEO

Scott served in the US Navy and later became a police officer, including 8 years as an undercover narcotics detective. He provides BWH with valuable insight and experience in the security industry. Scott is a high-achieving senior executive bringing expertise in business planning, revenue development, and change management. Offering 18 years of leadership in the Security industry along with an entrepreneurial, forward-thinking mindset and demonstrated track record of accomplishment.

JEREMY Wright VP Operations

Jeremy has served as the VPO for BWH since joining the company in 2011. Jeremy oversees the daily operations and procedures at each site. He is responsible for making sure BWH policies and procedures are implemented to ensure quality and client satisfaction.

Scott Wamsley CFO

Scott is a graduate of Morehead State University, a member of the American Institute of Certified Public Accountants and the Kentucky Society of Certified Public Accountants with over a decade of experience in management accounting.

Client Profile

The most important objective for providing successful security is to understand exactly what each client's requirements and expectations are. We are then able to station the best qualified Security Officer to fit into that client's business profile.

Management Qualifications

Effective & Creative Management

It is an often-quoted maxim at BWH Security that the fundamental key to our business success is our effective and creative management. Through policies and procedures, staff managers must have the ability to lead and formulate a company environment where each employee's internal motivation can flourish. Management understands that in order to provide total quality service to **WV VNF** and all our clients, we must provide total quality support to our employees.

As a service organization, our personnel are well-trained, supervised, and specifically selected for each client. A challenge to all of us, and one that is met successfully each day

BWH Security Has a Solid Reputation

Our company enjoys an excellent reputation throughout the Eastern United States. BWH Security services some of Kentucky, Ohio, West Virginia, Virginia, Missouri, Illinois, Indiana, North Carolina, South Carolina, and Florida's most prestigious firms (see Client Information). We are immensely proud of all our clients and will be delighted to add **WV VNF** to that list.

The BWH Security Philosophy

BWH's Security philosophy is simple Professionalism in every area. This philosophy is in every aspect of the company. The company's size, our experienced management, and our commitment to total customer satisfaction give BWH Security an excellent position in the market.

BWH Security the Industry Leader

BWH Security is recognized as an industry leader, from multiple small business awards and memberships to professional organizations like IAHS, NFIB, Security Alliance, and others.

Mission Statement

The BWH Security organization is a team, with every person in the company a player, expected and needed to perform to their fullest capacity. BWH Security's objective is to make a fair profit and achieve sales and budgeting goals, while at the same time remaining committed to quality service and strengthening the connection between its employees and clients.

Capability Statement

BWH Security has grown to the extent where it can compete successfully for a contract of any size. A smaller company would not have the flexibility, quality of training, and ability to offer such a wide range of services. The national companies tend to be less efficient and do not have the responsiveness and personal commitment as our locally owned company. We offer the best of both worlds.

Motivation - Team Spirit - Commitment

The BWH Security of today is made up of motivated people filled with team spirit, proud of the reputation we have earned through our commitment to total customer satisfaction, and living up to our motto: Your Security is our Priority

Management Systems

Proven management systems are ready to handle up to twice the current business volume without significant changes, leaving a large unused capacity waiting to be filled.

WV VNF Access to Management

When **WV VNF** telephones BWH Security (any time of day), you have the option of speaking directly to any member of our company's supervisory, management, or executive staff. There is always a manager on duty, 24 hours a day, every day. The dispatcher can page or patch your management to an executive or manager, anytime. All managers are required to check their voicemail, even on days off.

Security Awareness Bulletins

BWH Security routinely provides its clients with security awareness bulletins and other information that might be needed to make informed security decisions. Our top-level executives and managers lecture on security issues at meetings set up with client personnel and their tenants.

The Future is Now

As BWH Security turns from now to the future, it is more important than ever that commitment to quality remain alive in every manager for all employees to observe and learn from. An honest, open communication between both clients and company, and employees and managers, is an essential part of this philosophy and is encouraged and practiced by everyone.

The BWH Security Quality Management System

Purpose:

1. To establish and maintain an ongoing, systematic program of monitoring, data analysis, assessment, and comprehensive evaluation that supports continuous quality improvement.
2. To identify opportunities and develop strategies to improve the delivery of services provided to customers.
3. To promote maximum active participation and commitment from all personnel (security officers, support, and management) in quality assessment/quality improvement activities.

Our Quality Control division is instrumental in ensuring that **WV VNF** receives quality and professional service and that all mandated security goals and needs are met.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at BWH Security will be based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices will not be influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

BWH Security is in full compliance with the federal mandates of the Americans with Disabilities Act. BWH Security will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, BWH Security has established an affirmative action program to promote opportunities for individuals in certain protected classes throughout the organization.

BWH Security believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that BWH Security amply demonstrates its commitment to employees by responding effectively to employee concerns.

In an effort to protect and maintain direct employer/employee communications, we will resist organization, within applicable legal limits, and protect the right of employees to speak for themselves.

If and when employees examine the option of representation by individuals outside BWH Security, however, we strongly encourage careful consideration of such related issues as regular deductions from paychecks for representation fees, the potential for outside interference with supervisory relationships, and the commitment to comply with directions from third parties.

Immigration Law Compliance

BWH Security is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with BWH Security within the past three years, or if their previous I-9 is no longer retained or valid.

Smoke-Free Workplace

In keeping with BWH Security 's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

Security officers shall not smoke while on duty in public view, or in areas where it is prohibited, including client-managed properties and BWH Security-owned vehicles.

Drug and Alcohol Use

It is BWH Security's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on BWH Security premises and while conducting business-related activities off BWH Security premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

The legal use of over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Operating company vehicles while taking any drugs that may impair the driver's performance is against the law and strictly prohibited. This includes, but is not limited to illegal drugs, alcohol, prescribed drugs, and over-the-counter drugs (such as antihistamines, cough medications containing alcohol or codeine, etc.).

To inform employees about important provisions of this policy, BWH Security has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy.

BWH Security will randomly conduct drug screens on all our employees and provide the results of those drug screens to the client.

Drug Testing

BWH Security is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees and job applicants may be asked to provide body substance samples (e.g., blood, urine) to determine the illicit use of marijuana, cocaine, opiates, amphetamines, alcohol, barbiturates, and phencyclidine (PCP). BWH Security will attempt to protect the confidentiality of all drug test results. Drug tests may be conducted in any of the following situations:

PRE-EMPLOYMENT - As a pre-qualification to assuming any position, prospective employees are required to provide a body substance sample for drug testing. This occurs in connection with the pre-employment medical examination.

PERIODIC - This to BWH Security occurs in connection with qualifying medical examinations for required licenses.

REASONABLE CAUSE - this kind occurs when workplace unusual behavior in the workplace indicates that an employee is under the influence of drugs. Such behavior must be witnessed by at least one supervisor.

POST-ACCIDENT - Any current employee who is involved in a serious incident or accident while on duty, whether on or off the employer's premises, may be asked to provide a body substance sample to verify the physical condition.

RANDOM - Employees holding safety-sensitive positions may be subject to at any time on a random basis.

Subject to any limitations imposed by law, a refusal to provide a body substance sample under the conditions described above may result in disciplinary action, up to and including termination of employment.

Any driver who refuses to be tested under the provisions of the DOT regulations will not be permitted to operate a commercial motor vehicle. Any driver who tests positive for drugs will be immediately disqualified and taken off the road. Where test results are positive, the driver will be advised by the Disciplinary Review Officer as to what drug was discovered.

Statistics & Achievements

2021

WV VNF is the client—BWH Security is the server. Your goals are ours. With BWH Security, you are not just purchasing service from a run-of-the-mill guard service. You are contracting with a professional organization, with recognized achievements and documented statistics. We can prove that our service is one of the best.

Management & Supervisor (Man Hours)	118,720
Supervisor Inspections (Man Hours)	27,080
Supervisor Mileage Accumulated	361,000
Service Calls	2,321
Incident Reports Filed.....	11,974
 Security Officer(s) Responsible for Saving Lives	
(Incidents).....	1,174
Fires Discovered.....	6
Prevented A Suicide (Jumper).....	0
Injured Persons & Medical Emergency.....	147
Knowingly Prevented a Hold-up.....	9
Knowingly Prevented a Rape.....	0
Detention & Arrests.....	7
Stolen Property Recovered (Dollars).....	0
 Letter of Commendations for Security Officers.....	 27
Nominated Security Officer of the Month.....	12
 Alarm Response Service (Accounts).....	 121
Vehicle Alarm Response Service Calls.....	29
Alarm Monitoring Service (Accounts).....	5
Alarm Monitoring Notifications (Incidents).....	1
 Largest Contract Louisville Metropolitan Housing Authority.	
(Man Hours Per Year)	97,560
Cincinnati Metro Housing Authority.....	78,500
Check Stations Scanned & In BWH Security Data Bank.....	2,892,160

Potential Applicants Interviewed.....424
Approved and Selected Applicants.....91

Classroom Basic Security Officer Training (Hours).....1,240
On-the-Job Training (Man Hours) 3,720
Classroom Training for Supervisors (Hours).....240
Management & Supervisor Seminars Attended.....21

Number of In-house Drug Screen Tests Performed.....176

Number of In-house Criminal Record Checks.....106
Computer & Security Equipment (Dollars)..... \$15,150
Company Vehicles.....34
Radio Frequencies Used for Client Service.....14

BWH Security Articles Published in Security Trade Publications.....1
Television News clips..... 23

Personnel Selection

Selective Recruiting

Less than 10% of those who apply for employment are even considered.

The first step to effective performance is the selection of personnel who meet the specified qualifications required for the position they are applying for.

Criminal Record/Drug Screening

Our current pre-employment process includes in-depth interviews by a trained personnel specialist, background investigations, and criminal record checks by our staff investigators. Applicants must also pass a physical examination including narcotic oriented screening. We currently use the 12-panel screening system.

Screening: Police/Fingerprint/License

Finally, they must pass state and federal screening of photo, fingerprint, and license statements. It is understood that if an applicant has recently moved to the area, police screening will be obtained from the applicant's home state. All BWH Security employees are routinely licensed in the jurisdiction to which they are assigned.

Permanent Schedules

When possible, it is the policy of BWH Security to hire only full-time officers with regular 40-hour permanent schedules. While the greater portions of our officers fall into this category, we do have a small cadre of part-time employees who fill swing shifts, or special assignments. All current contractual obligations are therefore satisfied.

When taking over another Contract Security company contract, or when conducting a proprietary conversion, it is BWH Security's policy to interview and offer employment to the personnel of the client. Those individuals must also pass our pre-employment screening procedures and have the approval of our client.

No Minimum Wage Employee

All BWH Security personnel are paid not only a rate far above minimum wage but by far, above the industry standard.

Low Turnover

For years the fact of no unjustified turnover is directly reflected in our low unemployment insurance rates.

Job Qualifications

All Security Officers must meet and maintain the following requirements: **(21 years of age for armed)**

Education

- Possess a high school diploma or equivalency.
- Be able to read at least at the 10th-grade level.
- Be able to write or print legibly.

Temperament

- Be able to deal with the general public.
- Be able to maintain poise under stressful situations.

License

- Pass the state security officer's license requirement.
- Possess a valid driver's license and have no more than 2 points.

Health

- Be able to walk for long periods of time.
- Have eyesight with corrective glasses of at least 20/40.
- Have normal hearing.
- Be well-proportioned height to weight ratio.
- Any employee may at any time be required to take a physical examination as a condition of continued employment.

Training

Top Concern & Highest Priority

It is a recognized fact that training is a vital determinant in ensuring effective job performance. Therefore, training has always been of top concern and highest priority to BWH Security and a large portion of corporate resources are spent in providing continuous training for BWH Security employees.

Classroom Training Sessions

BWH Security has the most advanced classrooms and on-the-job training programs in the industry. This enables us to meet our own high employee performance standards.

Training Conducted by Executives & Managers

At BWH Security, we have our own in-house training program, certified by the National Registry. Every applicant is required to attend a pre-assignment training session and pass a 65-question examination prior to employment. Training is conducted each week in our own classroom and consists of 24 hours of lectures by our Executives and managers including the President. We use only a few short DVD training videos to magnify certain points. The curriculum is comprised of the following subjects:

Curriculum

- Administrative and Security Orientation
- Legal Authority
 - Authority of the Security Officer
 - Elements and Mechanics of Arrest
 - Rules of Evidence
 - Search and Seizure
 - Protection of the Crime Scene
- Courtroom Procedures
- Self-Defense
- Company Policy and Procedures
- Public Relations
- Report Writing
- Method of Patrol
- First Aid
- Communications
- Fire Prevention
- Defensive Driving
- Uniforms and Equipment
- CPR Certified (if required by contract)

Once the applicant has completed the entry-level training, the results of his final examination will determine whether he will be hired. When he does become an employee, his performance is continually monitored and evaluated.

Specific Training for WV VNF

While this pre-assignment training provides a basis, it is only the beginning. Like each client's requirements are unique, so much of the specific training must take place at the job site itself. Each new Security Officer is assigned to train with a member of our supervisory staff. The new Security Officer works with the trainer until he is proficient in the performance of his duties.

On-going Training

Ongoing training is also needed by personnel to develop additional skills, to acquire added knowledge, and to guard against complacency in job performance. Periodically, BWH Security supervisors utilize "Training Task Sheets" to test the officers on their knowledge and execution of a specific duty. "Training Keys" dealing with a specific subject are routinely provided to all officers through the company-provided employee telephone mailbox. Any officer who wishes to enhance his knowledge by attending an approved course in security has his tuition reimbursed if he passes the course.

Training for Supervisory Staff

Supervisory and managerial employees also need job-related training if they are to have a positive influence on the personnel they direct. All BWH Security supervisors attend in-house training classes on techniques of supervision and management, company regulations and policies, equipment maintenance, and specific duties. In addition, they are scheduled to attend supervisory training sessions at Associated Training and Security. This course covers such subjects as communication, delegation of tasks, basic supervision, line/staff concept, and maintaining records. Before the actual assignment, new supervisors are also trained on the job by accompanying experienced supervisors on several shifts. Ongoing training is provided during roll-call meetings and by "Training Keys" written especially for them.

Management Attends Seminars

Members of the Management staff regularly attend seminars and lectures sponsored by professional organizations, learning centers, and local colleges. Due to recognition of the escalating problem of terrorism, managers have taken advantage of available seminars focusing on this topic in an effort to keep abreast of the situation. They have also attended lectures on guard force management, public relations, personnel policies and procedures, security officer training, fiscal management, total quality management, and security liability, to name just a few. Any fees are paid for by the company.

BWH Security Training Library

BWH Security has a training and resource library within its main corporate office and online. This library is available for use by all clients and employees who desire to learn more about the security industry, as well as more general subjects. The library includes books, audio cassettes, videotapes, newsletters, vendor journals, magazines, standard references, and many other materials relating to security, general business, management, technical skills, and personal growth.

Certified Security Officer

BWH Security has developed a Certified Security Officer (CSO) Training Course with the goal of providing more detailed knowledge of specific areas of the security field. The CSO program has two phases. Each time an officer completes a phase, they are given an hourly pay increase. The following subjects are included in the CSO Program:

- Fire Risk for Security Officers
- Appropriate Use of Force
- The Professional Security Officer
- Safety
- A New Officer's Tool Kit
- Bloodborne Pathogens
- Effective Report Writing
- Effective Patrolling
- Law and the Security Officer
- First Aid
- Courtesy and the Security Officer
- Access Control
- High Rise Building Security
- Responding to Hazardous Material
- Incidents
- Bomb Threats
- Class A CPR

The BWH Security Training Commitment

As you can see, BWH Security is committed to the concept that training is an essential element in the quest to provide professional, quality service to our clients.

When required, training records of assigned personnel are available for client inspection.

Employee Benefits

We Give Beyond the Industry Standard

We realize that our employees are our most important asset. Management policies provide the conditions for development of the motivation necessary to perform the job for the client to the best of the employee's ability.

Security Officers like Working for BWH Security

While employee selection, training, and supervision are vital to providing professional service, it is also important for the employee himself to be satisfied with the company and the work conditions. We recognize this and have instituted benefits far beyond those standards to the industry.

- Hourly pay rates up to \$25.00 (dependent upon experience and job requirements)
- Company Group Hospitalization Plan/Dental Plan
- No-interest Loan Program
- Merit Increase
- Incentive Bonuses
- Certified Security Officer Program for education and pay increases
- Guard of the Month
- Guard of the Year
- Life Insurance Policy (after 1 year's service)
- One-week vacation after one year's service
- Tuition Grants

Voice Mail for All Security Officers

All employees have their own voice mailbox and are mandated to check it every day when they check on duty. This allows management the capability of notifying Security Officers of security alerts or revised instructions directly before every shift.

This voice mailbox system is also used regularly to impart training segments on specific topics.

Payroll Includes Actual Real-Time Schedule

Payroll checks are computer-generated after they have been cross-referenced to actual real-time schedules. Invoice hours always correspond with payroll hours.

Uniform Patrol Division

Facilitates Coordination

BWH Security has a definite organizational structure within the Patrol Division, which facilitates coordination and communication between the various supervisory levels.

Responsive Management on All Levels

At the head of the Patrol Division is the Executive Vice President of Operations, ultimately responsible for the management of the entire uniformed security officer force. The Patrol Commanders and Watch Commanders operate out of Company Headquarters round-the-clock. They ensure that all sites are scheduled and covered with qualified employees, problems with security officers resolved, training and orientation assignments completed, and supervisory inspections made. On the same level are the client project managers, reporting directly to the assigned Patrol Commander and working in cooperation with the Watch Commanders.

WV VNF & Patrol Commanders

The Patrol Commanders are responsible for scheduling all security officers, considering the business profiles of WV VNF and our other clients. This is accomplished by using the Qualification/Requirement portion of Patrol Command Systems. This system allows Watch Commanders and Project Managers to call up at any time data on who is scheduled for what post and when. It also eliminates double scheduling and gives management control over individual work schedules, curtailing overtime. Most importantly, the system will only allow those individuals to be scheduled for a site who possess pre-determined qualifications. These schedules are printed weekly on each employee's paycheck so that officers are informed well in advance of their work schedule.

Supervision

Supervisors Train, Counsel, Inspect & Evaluate

It is when the officer reaches his assignment that supervision becomes such an important factor. BWH Security supervisors train, counsel, inspect, evaluate, and when necessary, discipline officers on-site. They also act as a liaison between the officers and our client's personnel. Each supervisor is assigned to a specific sector which is comprised of a group of client posts so he can come to know well the officers scheduled on these sites. In this way, they provide a support system for the Security Officer and WV VNF

Shift or Project Supervisor: A Pivotal Position

It is recognized that the Sector or Project Supervisor is a pivotal position. We feel that the inspections of each shift of each officer are in fact more opportunities to train. The inspection is the time for the supervisor to query each officer on specific duties being performed, and make adjustments if necessary. More formal "Training Task Sheets" are also utilized by supervisors during inspections to test the officer's knowledge and execution of a specific duty.

Uniforms

BWH Security routinely issues each Security Officer a uniform wardrobe and equipment

- A military service-type hat, with a visor
- shirts, short sleeves for summer, and long sleeves for winter (3)
- personal I.D. card with barcode
- trousers and/or skirts for women (2)
- belt, garrison w/brass buckle
- two black ties
- lightweight jacket with patches
- winter jacket, reefer style, with patches
- Bright yellow rain gear emblazoned with the security cover and gloves
- Security Officer's Pocket Manual
- whistle
- flashlight, with batteries and belt holder
- security officer insignias & shoulder patches
- pocket notebook
- radio case
- key strap with flap
- gloves
- Bloodborne Pathogen protective gear

Officers are required to wear black leather tie shoes and black socks to complete the professional look of the uniform.

Special Request Uniforms

WV VNF may choose the Trooper style hats or have Security Officers wear a blazer suit style rather than the military type. Normally, this includes a blue blazer, striped tie, white shirt, and grey pants.

Uniforms are Inspected on Site

Post inspections by supervisors include a uniform inspection to ensure that officers are in complete uniform and are neat in appearance. Personal hygiene and hair length and style must be in keeping with BWH Security regulations. Except for watches and engagement/wedding rings, jewelry is forbidden. Any missing uniform articles are corrected immediately. Signs of uniform disrepair are reported to management and addressed prior to the next scheduled shift. It is recognized that the condition of the officer's uniform is an important factor in the officer's effectiveness.

BWH Security Verification Systems

Real-Time Patrol Monitoring

An important adjunct to personal supervision and an important management tool is BWH Security's state-of-the-art computerized supervision.

Our newest electronic supervisory system, and the one of which we are the proudest is the GS3000 check system. This system is highly recommended for WV VNF contracts. Check stations are placed throughout the site (in stairwells, garages, pools, etc.). The site(s) within WV VNF contract would have its own set of check stations installed. Emphasis would be placed on those areas deemed security-sensitive. Security Officers carry hand-held readers called "WANDS" and strike across the template, storing the coded information within the WAND.

Every Hour Data is Downloaded & Verified

This allows true real-time monitoring of the guard forces--not just a record of activity--which then must be hand searched the next day, a very labor-intensive procedure. This is what WV VNF is contracting BWH Security for.

GPS Tracked Employee

We currently use a system that allows our guards to clock on and off a shift via a mobile device. While the guard is on duty our supervisor can track the employee by GPS to ensure the guard is at his post and a post never goes uncovered. Once the guard clocks off and a new guard goes on shift the supervisor is notified.

Patrol Cars

Currently, our Supervisors and Mobile Patrol sites use vehicles with the BWH Security logo and "Security" plainly marked. Each vehicle has an amber light installed on its roof. Security Officers assigned to vehicle patrol are trained in the proper and lawful utilization and maintenance of these vehicles. This training includes state and local traffic laws and the proper usage of the amber roof light.

**Operating
BWH Security
or Client Vehicles
and Equipment**

It is the BWH Security policy that no one other than BWH Security employees with less than 3 points on their current driver's license, are over 25 years of age, and have attended and passed the BWH Security Drivers Safety Program prior to a vehicle assignment.

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

It is a requirement that all employees notify their supervisor if any equipment, machines, hardware, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent the deterioration of equipment and possible injury to employees or others.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in the requirement of reimbursement, and disciplinary action, up to and including termination of employment.

Report Forms

Report Critique by Supervisors

All Security Officers assigned to WV VNF complete Daily Log Reports and Incident Reports when necessary. These reports are read by the supervisors when they conduct post inspections to make sure the officer has a complete, concise and informative report. Copies of all reports are left at a location specified by management at the end of each shift.

Printouts of Activity

WV VNF printouts for the security officer's activity are available as needed and are reader-friendly, giving the post name and location, the officer's name, the date, time, and specific locations patrolled. There is also a brief synopsis of any incidents that may have occurred.

Central Station

Monitoring 24-hours a Day

Our dispatchers/Supervisors working the Central Station are highly trained in the various functions of their job, from utilization of the computer and electronic equipment to alarm response procedures and public relations.

BWH Security maintains a complement of dispatchers/Supervisors on duty 24 hours a day. Dispatchers/Supervisors are continually monitoring the Security Officer's activity regarding:

- Checking On/Off Duty
- Time Checks
- Patrols
- Incident Data Entries
- Check Station Activity
- Supervisor Inspections
- Local authority notification, as needed
- Security Officer requests for assistance
- Alarm Response
- Escorts
- Vehicle Patrol Checks
- Equipment Accountability
- Special WV VNF Requests

Our Central Station dispatchers are at the hub of our communications procedures. Should executives or managers need to be contacted; our dispatchers/Supervisors have notification information at the ready through the computer. Thus, information supplied by the officers on-site would be immediately available to those persons who require it.

Disposition Control

All calls for service are logged into our system and require a disposition from the Security Officer within a specific time window, depending upon the nature of the call. Any missed disposition from a Security Officer is immediately brought to the attention of the dispatcher by our computer and appropriate steps are made to correct it immediately.

Insurance

Liability

Comprehensive General Liability Insurance. BWH Security currently carries a four (4) million-dollar general liability policy and a one (1) million umbrella coverage. Arrangements can be made to increase this amount should WV VNF require it. It is understood that WV VNF would be named as an additional insured.

Employee Fidelity Bond

BWH Security Security's Employee Fidelity Bond is written by Old Colony Insurance. This company specializes in bonding and insurance for service-related companies. They are recognized worldwide for their integrity, underwriting expertise, and claim-handling ability.

Workers Compensation & Auto Liability

Workers' Compensation and Comprehensive Automobile Liability Insurance are carried in more than adequate amounts.

Safety Director

Any accidents are investigated thoroughly by our Safety Director. This proactive approach has enabled us to reduce dramatically our Worker's Compensation and Automobile claims. We have also instituted a Return-to-Work Program and a Driver's Safety Program to help keep claim costs down and lower our insurance rates.

Certificate of Insurance

Certificate of Insurance and Additional Insured are available upon request.

Insurance Broker

All insurance policies are handled through Old Colony Insurance

Contact: Joe Bauer

Client Relations

24-hour a Day Availability of BWH Security Security's Managers

The management staff at BWH Security, from the President to the Project Managers, Watch Commanders, and field supervisors, are always available to respond to client concerns. All problems are thoroughly investigated, and action is taken as necessary. Any Security Officer can be replaced at any time at the sole discretion of, no questions asked. Our management responsiveness is a guarantee.

Contract Milestone Schedule

Should WV VNF award this contract to BWH Security, the moment the contract is signed, all implementation procedures will be put into effect.

- BWH Security executive management personnel will meet with WV VNF to obtain copies of exact schedules, post instructions, and specific duties. A key control system and a notification list with telephone number(s) will be created.
- If check stations are required before the contract begins, BWH Security's technical staff will install them at locations approved by WV VNF
- All the data will be entered into our computer printed out and brought to WV VNF by an executive to ascertain that we have the correct information. Once approved, this data will become our mandate unless changed by WV VNF
- The final step before commencement is a visit to WV VNF by an executive, along with a manager, the Sector Supervisor(s) and the Security Officer(s) assigned to WV VNF contract.
- Only after the implementation form is complete and approved by WV VNF and BWH Security, will we consider ourselves ready to serve.

Post Evaluation

We do not forget our responsibility. Periodically, we conduct complete and complex post-evaluations to determine that all requirements are being met.

Client Information

Client Retention

At BWH Security, our clients tend to remain with us and we attribute this primarily to our immediate staff responsiveness to their needs and concerns, our determination to work on a problem until it is solved to everyone's satisfaction, and the continuous efforts to every management level to provide professional service.

References

We are confident that we will be able to perform the services required by you. We are experienced in providing console operators, rovers, supervisors (both roving and stationary), lobby attendants, and Project or Account Managers. In addition, we have the resources to provide an almost immediate supervisory response to your facilities in case of emergency. Finally, the following companies are a small sample of our many prominent clients.

SunCoke Energy

Rick Martinez
1011 Warrenville Road
6th Floor
Lisle, IL 60532
Phone: 630.824.1739

Louisville Metropolitan Housing Authority

Matthew Swain
420 S 8th Street
Louisville, KY 40203
Work: 502-569-3450
Cell: 502-780-2818
mswain@lmha1.org

Community Hospice

Charlotte Horn
2330 Pollard Road
Ashland KY 41101
606-329-1890
chorn@chospice.org

Jewell Coke Operations

Benny Chafin
1034 Dismal River Road
Oakwood, VA 24631
Phone: 276-701-0244
dbchafin@suncoke.com

Cincinnati Metropolitan Housing Authority (CMHA) References:

Matthew Roberts III
Security Assistant
(513) 977-5052

Eric Packard
Property Manager
(513) 977-5044

Bodycam Utilization

Our guards are be equipped with the Patrol Eyes 1296p body camera. This system comes equipped with GPS technology that shows the exact location while viewing video.

When worn by our guards these cameras promote accountability and improve transparency during interactions, in many instances when an individual identifies the guard as wearing a body camera, he or she will automatically comply with the guards' requests avoiding an altercation altogether.

Guard Tour Monitoring

The GS3000 guard scan system helps to organize, log, and execute guard tours and logs. This system ensures guards accomplish their tasks within predefined intervals. The remote scanner records the date, time, and tag ID when brought into contact with a button tag.

The guard simply scans specific checkpoints assigned on that patrol, the scans are then uploaded and saved as a PDF file and sent to the client in an easy-to-read format.

BWH Security is a Full-Service Company

The following are some of the other services BWH Security provides our clients:

Uniform Security

- Armed Guards
- Unarmed Guards
- Patrol Vehicle Services
- Alarm Responses
- Periodic Checks
- Strike Force

Technical Services

- Evidence Technicians
- Patrol Commence Systems
- Surveillance Videos/Cameras
- Finger Printing
- Photo I.D. Card Service

Investigations

- Criminal Background Investigations
- Undercover Investigations
- Background Checks
- Retail Agents
- Drug Screening
- Missing Persons
- Insurance Investigations
- Subpoena Service
- Plainclothes Bodyguards

Central Station

- Business & Residential Alarms
- Business Card Access Control
- Fire/Smoke Detection Alarm
- Business Opening & Closing
- Monitoring
- Elevator Telephone
- Monitor Proprietary Guard
- Patrols
- Telephone CCTV Monitoring

Contract Security Company

Questionnaire

To assist WV VNF in the decision-making process of selecting the most cost-effective and qualified company, BWH Security has put together this questionnaire.

1. Are your programs custom-created and mandated throughout the contract?
2. Is there a failsafe monitoring system that reports in real-time and is monitored 24 hours a day?
3. Are all Security Officers drug-screened and drug-free, have no criminal record, and are properly licensed?
4. Are all Security Officers trained in a formal classroom prior to any assignment?
5. Is there a continual training program for all Security Officers, supervisors, managers, and executives?
6. Are Security Officers inspected on post?
7. Will the company maintain and report your statistics on
 - a.) Incidents: Daily, Monthly, and Annually.
 - b.) Crimes occurring in the surrounding area of your site(s)
8. How many radios dispatched supervisory vehicles are on the road?
9. Is there a contingent of stand-by Officers in the event there is a last-minute call-off?
10. If you need additional Security Officers immediately, are they available and at the contracted rate?
11. Are the President and all Executives available here in your area?
12. Is the company career oriented?
13. Is there a TQM program in effect?
14. Does the company have sufficient, liability, workers' compensation, and unemployment policies in effect?
15. Is the company totally computerized and able to supply instant data on anything pertaining to your contract from the exact location a Security Officer was at any given time, to how many incidents in all possible categories?

Staffing Plan

After basic training, a security officer will be assigned a specific post. Each post requires additional training, and that training starts with post orders. Post orders are written procedures on how a security guard is to perform his or her duties throughout the shift. Once written, policies, post orders, or procedures will be reviewed and approved by upper management of the organization. These policies tend to remain in place for a period, but the post-orders/procedures need to be reviewed every 6 months. This is because procedures for carrying out the policy are subject to change to meet the changing demands of the business unit. Post orders are usually kept in both soft copy and hard copy for easy access.

Post orders should contain at least the following information:

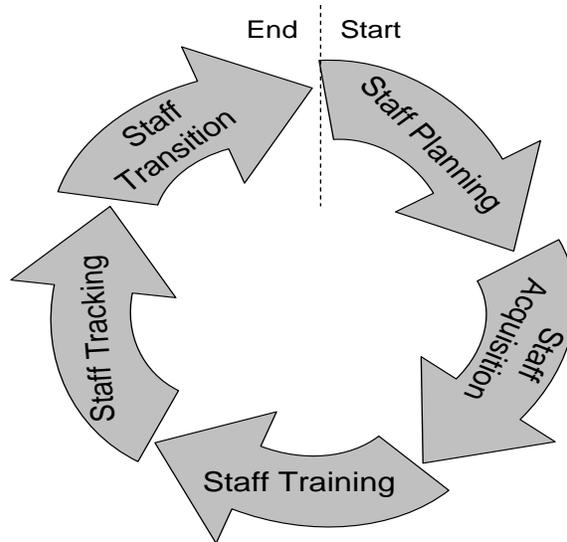
1. Date of revision
2. What is confidentiality
3. Instructions on how to deal with public relations
4. Security staffing levels, hours of coverage, and specific functions and duties
5. Description of the building (floor plans if possible)
6. Specific instructions on handling of emergency situations
7. Emergency contact information including after-hours contact information
8. Code of ethics and standards of conduct

Security personnel should first be trained in the basic areas:

1. Security policy and procedure and protocols
2. Professionalism
3. Authority of a security officer and scope of responsibility
4. Relationships with law enforcement
5. Patrol procedures
6. Observation techniques
7. Challenging techniques
8. Investigations
9. Report writing
10. Emergency medical assistance, first aid, and the AED units
11. Workplace violence
12. Operation of security equipment.

Staff Management Approach

The staff management process for the project consists of the following five elements: Staff Planning, Staff Acquisition, Staff Training, Staff Tracking, and Staff Transition.



We have completed the first two stages of staffing WV VNF Staff Planning, and Staff Acquisition. Once awarded the contract we will begin the staff training, tracking, and transitioning any current Security Officers at WV VNF who want to retain employment.

Staff Planning:

We have calculated the need for eighteen (18) security officers at the start of the contract, one (1) Area Manager, and three (3) Sergeants.

Staff Acquisition:

BWH Security has already retained 11 uniformed security guards and 1 supervisor for a total of 12 guards already assigned to start at WV VNF BWH Security intends to offer employment to current security officers if applicable.

Staff Training:

Pending will begin once awarded contract (see training section of the bid).

Staff Tracking:

Pending, Day-to-day management of the project staff is the responsibility of the Project Manager and designated functional managers. Performance evaluations, performance issues and recognition, promotions, and disciplinary actions are the responsibility of the state staff's respective organizational chain of command.

Staff Transition:

Pending, in the event staff desire to transition to BWH Security from the previous provider they will go through the entire hiring procedure as a new hire. This will include background checks, interviews, training on policy procedures, and site-specific training.

Employee Retention Strategies

1. Employee compensation strategies

BWH Security employee's salary ranges are above (or at least equal to) our competitors. We strive to provide top compensation to our employees. This is not always possible due to the competitive industry so many times we will lower our profit margin to gain new business and still offer a competitive wage for our employees. BWH Security offers extra incentives like tickets and discounts when our employees exceed our expectations.

2. Working environment

Although compensation is a factor, ultimately, people stay in jobs they enjoy. BWH Security attempts to make sure that our work environment attracts, retains, and nourishes great people. Offering flexible work schedules and encouraging employees to take (PTO), and paid time off when needed helps in our retention program.

3. Relationship with managers

Bad managers lose good employees. BWH Security will train managers to act as mentors and build healthy relationships with their teams. Communication is always the key to preventing conflicts and misunderstandings at work. Ultimately, good relationships create a friendly atmosphere.

4. Personal development and growth

BWH Security believes in asking our employees about their personal goals and discovering what motivates them. Let them move between departments and collaborate with different teams and divisions. BWH Security has numerous divisions from unarmed security, armed security, Home Incarceration, Prisoner Extradition, Private Investigation, and Bodyguard Divisions.

5. Recognition

BWH Security recognizes security officers for their performance and promotes them through this recognition. We provide an employee of the month and an employee of the year which spans across our entire company. During employee evaluation raises and PTO come through this process.

6. Support strategies

BWH Security is focused on employee support strategies involved in giving people the tools and equipment they need to get their job done. When employees feel they have what they need to perform, their job satisfaction increases drastically.

BWH Security and our managers check with our employees often, discover their level of job satisfaction, and learn what they need to boost their productivity. This has helped us keep a low turnover rate and continue with rapid growth.

Security Protocol in Adverse Situations

AMBULANCE

Any time a Security Officer learns that an ambulance is on his Post, he shall immediately notify BWH Management, investigate, assist, and file an Incident Report. Security Officers will obtain the Emergency Medical Technician's name and the ambulance number.

EVIDENCE

Whenever a Security Officer is in the presence of a crime scene, he should secure the area and not permit anything to be touched until the Police arrive.

BARRING NOTICE PROCEDURE

Barring is the giving of a written notice to the trespasser not to enter the property. The notice must contain the length of time such barring is for. The length of time must be reasonable. The Post Instructions should guide security Officers.

CRIMES

The following are crimes, that a Security Officer may encounter. State laws are not always the same. The description after each crime is not written in legal jargon, but the basic definition is addressed.

ARSON (Felony) When a person sets fire to another person's property.

ASSAULT (Misdemeanor) When one person assaults (hits) another person and no weapon is involved.

ADW (Felony) Assault with a deadly weapon is when a person strikes another person with anything that could possibly kill, or threatens a person with a gun, knife, a dangerous weapon, or item that could kill.

BURGLARY (Felony) Breaking into a store, office, building, or place used as a home, from a large home to a camping trailer.

DRUNK IN PUBLIC (Misdemeanor) When a person is in public in an intoxicated condition and has very little control of his movements. Security Officers are to call the Police and let them make any arrests for this crime.

C.D.W. (Misdemeanor) Carrying a deadly weapon is when a person is in possession of a gun, knife (with a blade over 6 inches) or any other prohibited weapon.

DISORDERLY CONDUCT (Misdemeanor) When someone is loud and boisterous, to the point that it is disturbing to the peace of others.

GRAND LARCENY (Felony) Stealing the property of another person and the value of the property is over \$500.00 (Note: Every state has a different value; [INT] recommends Security Officers use \$500.00 as the value so that regardless of which jurisdiction the Security Officer is working in he can treat the crime as felony).

PETIT LARCENY (Misdemeanor) Stealing property owned by another with a value under \$500.

ROBBERY (Felony) When a person(s) takes something of value out of the immediate possession of the victim, i.e., pocketbook snatching, pickpocketing, holdup with a weapon, etc.

TAMPERING WITH AN AUTOMOBILE (Misdemeanor) When a person attempts to break in or steal a part of an automobile belonging to another.

TRESPASSING (Misdemeanor) When an unwanted person remains on the property, after being advised they are not allowed on said property. Usually used in stores or shopping centers when the person was officially barred as spelled out in the barring law.

DISORDERLY PERSON(s)

Whenever a Security Officer is sent by BWH Management to investigate a disorderly person, he shall do so with caution. He shall advise BWH Management as soon as he arrives at the location and then politely try to quiet the person down. In the event the person or persons do not cease, the Security Officer shall notify BWH Management for assistance. All disorderly calls require an Incident Report.

ESCORTS

Upon request, Security Officers shall escort tenants and guests to and from their vehicles. Escorts can only be conducted when: BWH Management is notified prior to the escort. The name of the person being escorted is given Upon the completion of the escort, the Security Officer will advise CCR by radio or telephone There are six kinds of escorts. 1 Escorting employees or tenants to and from their vehicles. 2 Escorting valuables or hazardous material. 3 Escorting VIPs. 4 Vehicle convoy. 5 Escorting visitors in a building, 6 Escorting a trespasser or discharged employee off the property.

FIGHTS

Security Officers shall immediately notify BWH Management when they come upon a fight. They shall try to get the subjects separated by verbal command, if possible, and intervention, if necessary, and the fighting stopped. In the event one of the subject's lives appears to be in jeopardy, the Security Officer shall treat the situation as a serious felony. The Security Officer shall file an Incident Report. **FIRE ENGINES** Whenever a Security Officer observes a fire engine responding to his Post, he shall immediately notify BWH Management. He shall then investigate and report the results of his investigation to BWH Management.

FOUND PROPERTY

All found property will require that the Security Officer finding or receiving the property notify BWH Management, investigate to locate the rightful owner, and make an Incident Report. If the Security Officer is unable to locate the owner, the property will be turned over to the client unless otherwise instructed in the Post Instructions.

INTOXICATED PERSONS

If requested by the client to remove an intoxicated non-resident from the property, the officer will escort the individual to a safe location. Never allow an intoxicated person to drive a vehicle. Tenants who are intoxicated should be escorted to their apartment, but just to the door. Security Officers shall not go into apartments.

In the event the intoxicated person becomes disorderly or the person is too intoxicated to function, notify BWH Management for police assistance.

The Security Officer shall file an Incident Report.

LOOK-OUT PROCEDURE

In the event you are asked to assist someone who is the victim of a criminal act, the following procedure should be followed:

CALL INTO BWH Management Advise the person because you are calling BWH Management

TAKE DOWN THE LOOKOUT Ask open-ended questions

WRITE IN YOUR NOTEBOOK Use brief words to describe each subject giving: RACE, SEX, AGE, HEIGHT WEIGHT, CLOTHES, UNUSUAL MARKS, WHAT KIND OF CRIME OCCURRED, HOW DID IT happened, WHAT THEY DID, WHAT THEY TOOK, HOW DID THEY GET AWAY, DIRECTION OF TRAVEL.

CALLING IN THE LOOKOUT

Call in the lookout to the dispatcher in a calm and clear tone, reading from your notes.

LOST PERSONS

If a Security Officer finds a lost child, he shall immediately notify BWH Management and then try to obtain the child's name, address, and radio it into BWH Management, who shall notify the proper authorities. The same procedure shall apply for an elderly person who appears lost or disoriented.

The Security Officer shall make an Incident Report.

LOST PROPERTY

Whenever a Security Officer learns of or is advised that someone's property is lost on the Post, he shall advise CCR and then for a brief period assist the person in locating the property. He shall then make an Incident Report.

NARCOTICS

Whenever a Security Officer observes a person using narcotics or a suspected narcotic transaction, he shall notify BWH Management immediately and make an Incident Report. Security Officers shall not handle narcotics unless they have a competent witness or the Police. In the event no witness is available and the suspected narcotics are abandoned, they shall radio BWH Management who shall notify the proper authorities. The officer shall secure the scene until the proper authorities arrive.

NOISE COMPLAINT

When a Security Officer receives a service call for a noise complaint for a particular apartment in a building, he shall: 1 Respond by the most direct route. 2 Knock on the door of the apartment. 3 Advise the resident that a complaint has been received. (Never give the name of the complainant.) 4 Request they cease the noise.

If the resident conforms, thank them. Leave the area and radio BWH Management with your disposition. Always make an Incident Report.

If you receive another call at the same apartment, advise them again, adding that the next time you will be required to bring the Police and will have to report to the resident manager that they were reluctant to cooperate.

OBSERVATION

Security Officers should continually practice observation techniques.

PARKING VIOLATIONS

Some posts have parking permit systems. It is very important that Security Officers know and follow the Post Instructions for each Post regarding parking violations. The following are some general rules regarding parking violations:

PARKING IN A FIRE LANE This is the most serious parking violation Security Officers will encounter. The Police will be notified immediately.

PARKING IN A HANDICAPPED SPACE Only vehicles with special Handicapped tags or permits are permitted to park in these spaces. The Police will be notified immediately.

PARKING IN A RESTRICTED AREA Refer to your Post Instructions

PARKING IN A RESERVED SPACE Refer to your Post Instructions

PARKING PERSONAL VEHICLE ON CLIENT'S PROPERTY Security Officers are only permitted to park in authorized spaces.

PARKING COMPANY VEHICLE ON CLIENT'S PROPERTY Security Officers driving a company vehicle are only permitted to park in authorized spaces.

TOWING A VEHICLE, it is imperative that you follow the various state laws first before any action can be taken, regardless of what the client requests.

When Security Officers are authorized to tow a vehicle, they shall:

1 Be sure the vehicle is in violation.

2 Notify BWH Management.

3 Make an Incident Report which will include, why the vehicle was towed, the tag #, year, make and color, CCN, and where the vehicle was towed to.

PET VIOLATIONS

Persons observed allowing their pets to defecate in public spaces shall be politely reminded that they are violating the law and an Incident Report made.

Pets running without a leash shall be reported on an Incident Report. If an animal appears dangerous, BWH Management will be notified to contact the Police.

PROSTITUTION

Security Officers observing persons soliciting for prostitution shall ask the person to leave the client's property; if they refuse, call BWH Management and or 911. An Incident Report will be made.

PUBLIC SPACE

All state laws basically state that it is not lawful to make someone leave public space on private property during business hours if they have not violated any laws.

This is the area where Security Officers must be highly visible. These are also areas that Security Officers must be particularly careful of when dealing with suspicious persons who have not actually violated any laws.

The following areas, on a Post open to the public, are usually considered public spaces:

Sidewalks, breezeways and tunnels public parking lots Common areas in shopping centers Restrooms

Lobbies Driveways

SHOPLIFTING

Security Officers are not to arrest shoplifters, Security Officers shall not arrest anyone for shoplifting. They will, however, respond to stores on their posts to protect store owners and managers until the Police arrive.

SHOPLIFTING PROFILES

The following profiles do not necessarily mean that a person is a shoplifter, but that Security Officers should carefully observe persons fitting one or more of the following profiles.

1 A person leaving the area with undue haste.

2 A person who frequents the restroom.

3 Persons entering a store with bundles, bags, boxes, topcoats over their arm, briefcases, newspapers, umbrellas, or have an arm in a sling. All these can provide an opportunity for concealment of merchandise.

4 Persons wearing heavy outer garments out of season, baggy clothes, full skirts

5 Persons with unusual walks, others who tug on their sleeves, adjust their socks, rub the back of their neck.

6 Persons who walk behind display counters.

7 Fussy persons who keep changing their minds and interchange articles frequently.

8 Persons who do not appear interested in articles about which they have inquired.

9 Disinterested roamers waiting for a friend or mate.

10 Persons who appear flush faced, or dry-lipped.

11 Person who is perspiring in a store with normal temperature.

12 Persons who keep one hand in their outer pocket.

TRUANTS

Security Officers who observe truants on their Post shall attempt to identify them and make an Incident Report.

VAGRANTS

Vagrants shall not be allowed to sleep in stairwells, basements, or any other location on a client's property. If a vagrant refuses to leave the property, the Security Officer will have BWH Management call the Police. An Incident Report will be made.

FIRE

Anytime a Security Officer suspects that there is a fire, he shall immediately notify BWH Management, investigate, pull the FIRE PULL, bring the elevators to the ground floor, then assist the Fire Department with traffic and/or pedestrian control and file an Incident Report.

FIRE ALARM

Whenever a Security Officer hears the fire alarm or observes a fire truck on his Post, he shall radio BWH Management and follow Post Instructions and BWH Security training as required. Any time a fire alarm sounds, regardless if it is false, an Incident Report will be made.

In the event of a fire, Security Officers shall never open doors without first placing their hand on the center of the door to feel for excessive heat.

FIRE EXTINGUISHERS

Security Officers shall know where all fire extinguishers are located. At least once every tour of duty, they shall check to see that they are in place; they shall also inspect all fire extinguishers for:

- 1 Proper pressure
- 2 Current date of Fire Dept inspection
- 3 Signs of Vandalism.

HOW TO PUT OUT A FIRE WITH A FIRE EXTINGUISHER

Remember the word PASS

- 1 Pull the pin. Some units require the releasing of a lock latch, pressing a puncture lever or other motion.
- 2 Aim the extinguisher nozzle (horn or hose) at the base of the fire.
- 3 Squeeze or press the handle.
- 4 Sweep from side to side at the base of the fire until it goes out. Shut off the extinguisher. Watch for reflash and reactivate the extinguisher if necessary.

Foam and water extinguishers require a different action. The Security Officer shall read the directions on the unit.

ORDINARY COMBUSTIBLES

Fires in paper, cloth, wood, rubber, and many plastics require a water-type extinguisher labeled A.

FLAMMABLE LIQUIDS Fires in oils, gasoline, some paints, lacquers, grease in a frying pan or oven, solvents, and other flammable liquids require an extinguisher labeled B.

ELECTRIC EQUIPMENT Fires in wiring, fuse boxes, energized electrical equipment and other electrical sources require an extinguisher labeled C.

FIRE PREVENTION Security Officers shall continually be on the lookout for fire hazards.

Electric tools, Frayed wire, Jumbled wires, Flammables (paint, thinner, etc.), Overheated machines, Coffee pots, Defective fluorescent ballasts, Oily rags, Combustible packing materials, Suspicious odors, Fuel storage areas

FIRE PULL STATIONS

Security Officers must know the location of all fire pull stations on their Post and how to activate them. They should also know the location of the nearest fire alarm box on the street.

FIRE STANDS

All high-rise buildings have a fire stand in the stairwells. A fire stand is a large 3 or 4-inch faucet which a fire hose can be attached to. These areas must be always kept clear.

EMERGENCIES MEDICAL

Medical emergencies are to be handled by the following procedures:

1. Check the Scene: Make sure that it is safe to proceed.
2. Check the Victim(s): Ascertain necessary further action.
3. Call 911: Do this by radioing or telephoning BWH Security Management; so that they may call the proper emergency authority.
4. Care for the victim(s): Do this by utilizing the training that you have received from the BWH Security Basic Training course or other training and knowledge until professional help arrives.

Remember that the most important thing a person can do to help in an emergency is to call for help.

Also, call help for any of these situations:

1. Fire
2. Explosion
3. Downed Electrical Wires
4. Swiftly Moving or Rapidly Rising Water
5. Presence of Poisonous Gas
6. Vehicle Collisions

BLOODBORNE PATHOGEN KIT

Every officer is issued a Bloodborne Pathogen Kit that contains protective gloves and a facemask with an eye shield. These are to be utilized in any emergency that could involve you being exposed to human body fluids. After use, return to BWH Security for disposal and be reissued a new kit.

INJURED PERSONS

Anytime a Security Officer observes or is directed to an injured person, he shall notify CCR and attempt to give basic first aid until the ambulance arrives.

BASIC PATROLLING PROCEDURES

ACCIDENTS

If a Security Officer observes an accident on Post they shall:

1 Radio CCR

2 Advise CCR if there are any injuries. If in fact there is an injury, administer first aid.

3 Get facts: Time – Date – Location – Driver number of Passengers Witnesses - Vehicle make - Tag number - Extent of damage to vehicle and property.

If a Security Officer is involved in an accident with a BWH Security vehicle, the following procedure will be followed.

1 Stop immediately or as close as possible to the scene without obstructing traffic.

2 Turn off the motor and radio. BWH Management will notify the Police and advise if they are going to respond. BWH Management will also notify the Security Officer's Supervisor who must also respond to the scene and take photographs.

3 Advise BWH Management if there are any injuries. If in fact there is an injury, administer first aid.

4 Prevent any further accidents by placing flares or having someone wave traffic around the accident until the police arrive or if the police are not going to respond, until information is exchanged.

5 Make no statements regarding liability. Do not accept or place blame, just get the facts and report them on the BWH Security Accident Form. Include: Time, Date, Location, Other driver and license number, Passenger(s) name, Witness, Vehicle make, Tag number, Extent of damage to vehicle(s) or property patrolling, Name(s) and extent of any injuries, other driver's insurance company and agent's name and telephone number, All the known circumstances leading up to the accident, Police report number when applicable.

APARTMENT BUILDINGS

Security Officers assigned to posts that contain apartment buildings shall only go into the building during the times specifically spelled out in the Post Instructions.

AUTOMATIC TELLER MACHINES

Security Officers should constantly be on the lookout for suspicious persons hanging about money movers on their Post. Security Officers should try to be in the area of a money mover during store closing hours.

BOMB THREAT

In the event a Security Officer is called by an unknown person making a statement about a bomb threat, the Security Officer shall try to keep the person talking and ask:

When is the bomb going off? How big is the bomb? Did you make the bomb? Have you ever done this before? Advise the suspect that people could get hurt. What is the reason? Where are you calling from?

BOMBS

If a Security Officer suspects that a bomb is on his Post, he shall NOT under any circumstances touch, cover or try to move it. Security Officers SHALL NOT TRANSMIT ON THEIR RADIO OR CELL PHONE FROM THE POST. They shall call in the facts on a landline telephone to BWH Management.

The responsibility of checking out if it is a real bomb or not is for the Police bomb disposal squad.

Immediately after notifying BWH Management and/or the onsite client, the Security Officer shall fill out a BWH Security Bomb Threat Report or Incident Report. This report shall be turned over to the Police. Security Officers shall not evacuate the building unless ordered to do so by the Watch Commander, client or Police.

BOXES (Suspicious)

If a Security Officer discovers a suspicious box or carton, he shall notify BWH Management immediately. BWH Management shall notify the Police and management of the property.

DELIVERIES

Whenever a Security Officer observes any kind of delivery, from newspaper persons to a mailman, he shall be observant of their activity. All delivery persons shall be politely greeted by Security Officers, thereby making the person aware that the Security Officer is aware of their presence. If a situation becomes suspicious, the Security Officer shall immediately notify CCR, investigate, assist and file an Incident Report.

DAMAGED PROPERTY

Whenever a Security Officer observes client property that is damaged, they shall make an Incident Report, which shall contain a full description of the property and the extent of damage.

BWH Security has designed an online training program to equip each employee with the basic knowledge of security procedures relevant to their role plus a basic understanding of the law as it affects the Security Officer. Each Employee must comply with all state-mandated training in addition to the BWH Security Online Training Program. Below is a list of all training classes each employee must complete a video and test on.

1. Introduction to Security
2. Basic Supervision
3. Conflict Resolution
4. Crisis Response 1
5. Crisis Response 2
6. Fire Watch 1
7. Fire Watch 2
8. Foot Patrol
9. Vehicle Patrol
10. Law of Arrest
11. Officer Safety
12. Public Relations
13. Report Writing 1
14. Report Writing 2
15. Self Defense 1
16. Self Defense 2
17. Sexual Harassment
18. Terrorist Patrol
19. Uniform and Equipment
20. Bloodborne Pathogens
21. Protecting a Crime Scene
22. Post Orientation
23. Access Control 1
24. Access Control 2
25. First Aid
26. CPR
27. Firearms Safety
28. Pepper Spray
29. Traffic Control
30. Court Procedures.

Upon the Request of WV VNF BWH Security can provide the user's name and password to our online training academy so that you may review our program in detail.

Work Plan

When starting a new contract or site, BWH recognizes the need to develop a detailed, individually tailored Work Plan that is specific to the needs of that client. With over 14 years of continued success in the security guard industry, BWH understands that there is no "one size fits all" approach to providing successful and satisfactory service to our clients.

BWH is well-positioned to provide quality service to the WV VNF. We have regional offices in Dayton OH, Cincinnati OH, Cleveland OH, and our Home Office is in Ashland KY. These offices will allow us to strategically service the WV VNF locations. We also have several current sites in and around those areas, giving us access to a large, already-established workforce.

BWH deploys several state-of-the-art methods in our approach to providing security guard services to our clients. We use modern, industry-specific technology such as TrackTik software and GPS Timesheet software, etc. TrackTik software was developed specifically for the security industry. It allows us to manage our guard operations, and measure guard performance and productivity in real-time. It provides analytics that displays the strengths and weaknesses of current sites that are used for managerial purposes and shared with our clients for consulting. It has featured such geo-fencing, where officers can check-in and/or create restricted zones for officers to check more frequently or avoid. Our dispatch center monitors this in real-time, 24/7.

BWH has a central dispatch station monitoring guards 24 hours per day. Our guards communicate with dispatch for incident reporting, check-ins, and any other applicable concerns that arise on shift. Our clients also have access to our 24/7 dispatchers. They can call in and make any requests needed, such as coverage changes, etc. Dispatch also communicates with our roving supervisors, as needed. They can dispatch a supervisor to a location when needed. Dispatchers also send hourly logs at the end of each shift to clients. These reports summarize the on-goings of that particular shift and give the client peace of mind knowing that their property and assets have been attended to. All BWH Guards will be issued nationwide portable radios to have direct communication with our Dispatchers as well as communication with all guards in Kentucky.

BWH has a very extensive, detailed training portal for our guards to access online. This portal, which can be shared with our clients, includes numerous videos and tests that guards not only utilize upon being hired but also as refreshers during their employment. The training materials are updated frequently to keep up with trends in the industry, such as COVID-19 protocols.

BWH has a thorough hiring process. All guards are vetted by their resumes to determine that they have the experience to be interviewed for this position. Once interviewed, the regional manager decides whether to proceed or not. At that point, prospective employees submit to an extensive background check and references, prior employers, education, and licensures are all screened. The prospective employee also must submit to a 10-panel drug screen. If everything checks out, the employee has 40-hour classroom training on our training portal as part of the orientation and onboarding process. After that, the employee

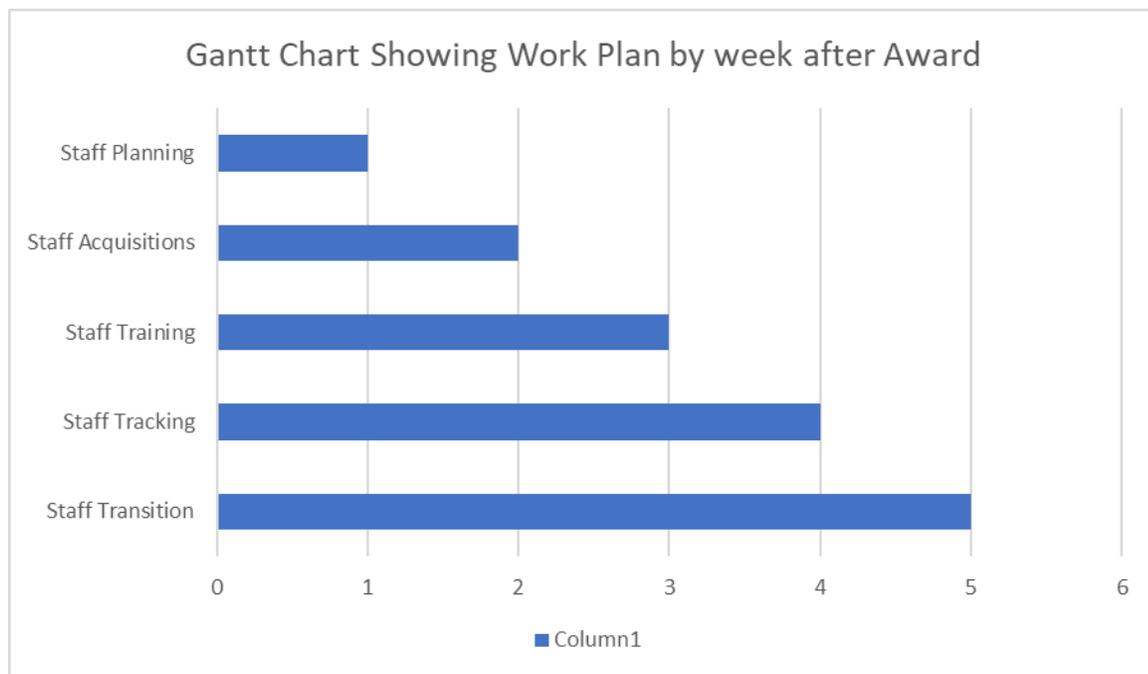
is sent for 40 hour of on-the-job training (OJT) at their site. Additionally, our guards receive 20 hours of in-service refresher training per year. At the request of WV VNF we will provide access to the online training portal for review.

BWH also does site-specific operation manuals. We will provide that within 30 days of being awarded the contract.

All BWH security guards are aware that their duties include the protection of WV VNF properties and personnel from assault, theft, vandalism, threats, etc. They are also aware that they need to alert authorities of any suspicious activities. This will all be addressed during the onboarding training.

BWH understands the stipulations of the RFP, including guard qualifications, staffing needs and handling call-offs, access control and conflict resolution, and the sites.

BWH has provided security guard services at several governmental administrative offices and fully understands the specific needs and occurrences that arise and how to deal with them appropriately.



The above Gantt Chart shows our Work Plan and process, by week, from the first notification of the award to the start date. Week 1 is for Staff Planning, Week 2 is for Staff Acquisition, Week 3 is for Staff Training, Week 4 is for Staff Tracking, Week 5 is for Staff Transition. This will allow us to have a full-trained staff, ready to go on day 1 of the contract start date.



Disaster Recovery Plan

Prepared for
BWH Security Team

Prepared by
Scott Ball
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July 18, 2021

Objectives:

The main objectives of this disaster recovery plan are:

1. Restore the company's technology/communication operability after a disaster(s).
2. Protect the company's vital data from any disasters.

Scope

The plan will cover the procedures that the company will follow to face any potential disasters such as fires, typhoons, human errors, security breaches, and cyber-attacks that will help lessen the disasters' impact on the company's operations. Since the company is a small business, all employees must participate in the disaster recovery plan and implementation.

Safety Procedures

1. The team must develop a list of all the equipment and supplies that should be salvaged during disaster(s).
2. The team should remember the responsibilities and duties that the disaster recovery coordinator assigned to each of them.
3. The team should prepare a contact list of the agencies, customers, vendors, etc. that they should contact during or after the disaster(s).
4. The team must constantly have a backup of all the data that the company receives or owns to ensure that every information is safe.
5. The operation personnel must contact a Damage Assessment Team member to notify about the disaster.

Action Plan

OBJECTIVE 1

Restore the company's technology operability/communication after a disaster(s).

ACTION	ASSIGNED TO	END DATE
Meet with the team and brainstorm the possible recovery strategies with time frames.	John Eric-Booth	August 12, 2021
Prepare a risk management analysis for the potential disasters the company may face.	John Eric-Booth	September 21, 2021

OBJECTIVE 2

Protect the company's vital data from any disasters.

ACTION	ASSIGNED TO	END DATE
Train the employees to restore and salvage information due to any disasters.	Jeremy Blevins	August 12, 2021
Contact vendors and discuss the procedures for recovering data from any detected outage.	Jeremy Blevins	August 12, 2021

Team

John Eric-Booth

IT Team Manager/Disaster Recovery Coordinator

He will be responsible for initiating the recovery process of the company.

He is responsible for running a disaster recovery plan test to ensure that the plan can suffice the needs of the company during a disaster.

Jeremy Blevins

Communications Lead/Business Continuity

He will be responsible for restoring all communication across the company to ensure employees and guards keep communication open.

He will be responsible for all recovery and backup data for incident reporting, logs, time cars, and day to day operational forms.

This Disaster Recovery Plan (DRP) captures, in a single repository, all the information that describes

BWH Security's ability to recover from a disaster as well as the processes that must be followed to restore functionality after the disaster has been cleared.

Note that in the event of a disaster the priority of **BWH Security** is to ensure the safety and well-being of our employees. Before any secondary measures are undertaken, **BWH Security** will ensure that all employees, and any other individuals on the organization's premises, are safe and secure.

After all individuals have been brought to safety, the next goal of **BWH Security** will be to enact the steps outlined in this DRP to bring all the organization's critical systems into operational mode as quickly as possible. The main goals of this DRP include:

- Preventing the loss of the organization's resources such as hardware, data, and physical IT assets
- Minimizing downtime related to IT
- Keeping the business running in the event of a disaster

This IT DRP has been developed to recover **critical services** using a three-phased approach. This approach ensures that system recovery efforts are performed in a methodical sequence to maximize the effectiveness of the recovery effort and minimize system outage time due to errors and omissions.

The three IT DRP phases are:

1. **Activation and Notification Phase** – Activation of the IT DRP occurs after a disruption or outage that may reasonably extend beyond the recovery time objective (RTO) established for a system.

Once the IT DRP is activated, system owners and users are notified of an outage, and a thorough outage assessment is performed for the system. Information from the outage assessment is presented to system owners and may be used to modify recovery procedures specific to the cause of the outage.

2. **Recovery Phase** – The recovery phase provides formal recovery operations that begin after the IT DRP has been activated, outage assessments have been completed, personnel have been notified, and appropriate teams have been mobilized. Recovery phase activities focus on implementing recovery strategies to restore system capabilities through the restoration of IT components, repair of damage, and resumption of operational capabilities at the original or new permanent location. At the completion of the recovery phase, **critical services** will be functional and capable of performing the intended functions
3. **Reconstitution Phase** – The reconstitution phase defines the actions taken to reconstitute systems in the original data center or in extreme cases, in the new permanent data center. This phase consists of two major activities: validation of successful recovery and deactivation of the plan. During validation, the system is tested and validated as operational prior to returning operation to its normal state. Validation procedures may include functionality or regression testing, concurrent processing, and/or data validation. The system is declared recovered and operational

by system owners upon successful completion of validation testing. Deactivation includes activities to notify users of the system's normal operational status. This phase also addresses recovery effort documentation, activity log finalization, incorporation of lessons learned into plan updates, and readying resources for any future recovery events.

Information Storage and Data Safeguarding

Having the client's information available always is extremely important for BWH Security. It is vital that BWH Security manually writes on paper to successfully back up the clients' information. Handwritten and printed documents should be copied and stored in different filing locations, preferably one onsite and one offsite. This methodology ensures that the client's information will never be unavailable to BWH Security.

BWH Security will store hardcopy documents at our Headquarters located at 2826 Holt Street, Ashland KY 41101. The second location for backup documents is 7349 US Route 60, Ashland, KY 41102.

BWH Security will be securing information necessary for business operations over a cloud backup storage. Clients can rest easy knowing that files are encrypted and backed up safely offsite. Cloud backup assures that data is not only recoverable but it is protected from external threats. With industry-leading encryption and security practices, cloud-based data is highly secure and efficient.

Backup Location

If the workplace building becomes completely inoperable, then BWH Security will operate at 7349 US Route 60, Ashland KY 41102, to perform business operations on a temporary basis. This backup location is the site where the backup documents and data are stored, allowing for easy access to necessary information for general day-to-day operations to continue. This will ensure the communication and the quality of security services provided to our clients.