



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 @ 8

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1540451

Procurement Type: Central Master Agreement

Vendor ID: VC0000098845

Legal Name: TUCKER SECURITY LLC

Alias/DBA:

Total Bid: \$283,200.00

Response Date: 11/12/2024

Response Time: 10:32

Responded By User ID: Olivia Jane

First Name: Debra

Last Name: Black

Email: debra.black@monticolasecur

Phone: 304-595-1500

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2500000026

Published Date: 11/1/24

Close Date: 11/13/24

Close Time: 13:30

Status: Closed

Solicitation Description: Open-End contract for Security Guard Services for MCS&T

Total of Header Attachments: 8

Total of All Attachments: 8



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

State of West Virginia  
Solicitation Response

| <b>Proc Folder:</b> 1540451  |                              |         |
|--|------------------------------|---------|
| <b>Solicitation Description:</b> Open-End contract for Security Guard Services for MCS&T |                              |         |
| <b>Proc Type:</b> Central Master Agreement   |                              |         |
| Solicitation Closes  | Solicitation Response        | Version |
| 2024-11-13 13:30   | SR 0803 ESR11122400000003450 | 1       |

| VENDOR                              |
|-------------------------------------|
| VC0000098845<br>TUCKER SECURITY LLC |

|                             |   |                       |            |
|-----------------------------|---|-----------------------|------------|
| <b>Solicitation Number:</b> | CRFQ 0803 DOT2500000026   |                       |            |
| <b>Total Bid:</b>           | 283200  | <b>Response Date:</b> | 2024-11-12 |
|                             |   | <b>Response Time:</b> | 10:32:34   |
| <b>Comments:</b>            | <p>Minimum Qualifications<br/>Monticola Security has been in business since August 2018. Providing 24-hour, seven days a week, security Guard Services in both West Virginia, Kentucky, Ohio, and Florida.<br/>Please find attached Letters of recommendation from current clients.<br/>Tucker Security, LLC OBA Monticola Security:<br/>Established August 2018 President/CEO:<br/>Kim Tucker (912) 414-9101 Kim@Monticolasecurity.com Chief Operating Officer:<br/>Tim Tucker (904) 806-7027 Tim@Monticolasecurity.com Director Of Operations:<br/>Josh Hall (304) 747-8920 Josh@Monticolasecurity.com Director of Administration:<br/>Deb Black (304) 595-1500 EXT: 202 Debra.Black@Monticolasecurity.com<br/>With over five (5) years of successful experience in providing top-notch security guard services, Monticola stands as a reliable and trusted partner in security solutions. We are pleased to present three (3) comparable references of our current work, predominantly within other public sector facilities. Our references encompass company names, contact persons, telephone numbers, and detailed accounts of the dates and locations where our services have been implemented<br/>References:<br/>· JMAC - Estill Horton: estillhjmacleasing@yahoo.com<br/>Central Contraction - denisel@ordersconstruction.com<br/>· Embassy Suites by Hilton Charleston - Derek.boyd@atriumhospitality.com<br/>Felman Production - ajohnston@fpiwv.com</p> |                       |            |

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
304-558-2566  
john.w.estep@wv.gov

|                    |              |             |
|--------------------|--------------|-------------|
| <b>Vendor</b>      |              |             |
| <b>Signature X</b> | <b>FEIN#</b> | <b>DATE</b> |

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

| Line | Comm Ln Desc      | Qty       | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------|-----------|------------|------------|-----------------------------|
| 1    | Security Guard II | 11664.000 | HOUR       | 20.000000  | 233280.00                   |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 92121504  |              |               |         |

**Commodity Line Comments:**

**Extended Description:**  
Security Guard Services for MCS&T  
7725011

| Line | Comm Ln Desc                          | Qty       | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------------------------------|-----------|------------|------------|-----------------------------|
| 2    | Security Guard III / Shift Supervisor | 2496.0000 | HOUR       | 20.000000  | 49920.00                    |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 92121504  |              |               |         |

**Commodity Line Comments:**

**Extended Description:**  
Security Guard Services for MCS&T  
7725011



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  
Public Safety

**Proc Folder:** 1540451

**Doc Description:** Open-End contract for Security Guard Services for MCS&T

**Reason for Modification:**

Addendum No\_1  
Vendor Questions and Responses

**Proc Type:** Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2024-11-01  | 2024-11-13 13:30    | CRFQ 0803 DOT2500000026 | 2       |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VC0000098845

**Vendor Name :** Tucker Security LLC dba Monticola Security

**Address :** 6810 MacCorkle Ave SE

**Street :**

**City :** Charleston

**State :** WV

**Country :** USA

**Zip :** 25304

**Principal Contact :** Debra Black

**Vendor Contact Phone:** 304-595-1500

**Extension:** 202

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
304-558-2566  
john.w.estep@wv.gov

**Vendor  
Signature X**

**FEIN#** 83-1452103

**DATE** November 5, 2024

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

**PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids, on behalf of the West Virginia Division of Highways, Materials Control, Soil and Testing. To establish an open-end master agreement contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service of unarmed guards for the WVDOH Materials Control, Soil and Testing Division located at 190 Dry Branch Drive, Charleston, WV 25306.

| INVOICE TO  |  |  | SHIP TO   |  |  |
|---|--|--|---|--|--|
| DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US |  |  | DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US |  |  |

| Line | Comm Ln Desc      | Qty         | Unit Issue | Unit Price | Total Price  |
|------|-------------------|-------------|------------|------------|--------------|
| 1    | Security Guard II | 11664.00000 | HOUR       | \$20.00    | \$233,280.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 92121504  |              |               |         |

**Extended Description:**Security Guard Services for MCS&T  
7725011

| INVOICE TO  |  |  | SHIP TO   |  |  |
|---|--|--|---|--|--|
| DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US |  |  | DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US |  |  |

| Line | Comm Ln Desc                          | Qty        | Unit Issue | Unit Price | Total Price |
|------|---------------------------------------|------------|------------|------------|-------------|
| 2    | Security Guard III / Shift Supervisor | 2496.00000 | HOUR       | \$20.00    | \$49,920.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 92121504  |              |               |         |

**Extended Description:**Security Guard Services for MCS&T  
7725011

**SCHEDULE OF EVENTS**

| <u>Line</u> | <u>Event</u>                  | <u>Event Date</u> |
|-------------|-------------------------------|-------------------|
| 1           | Tech Questions due by 10:00am | 2024-11-01        |



# **SOLICITATION NUMBER: CRFQ DOT2500000026**

## **Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2500000026 (“Solicitation”) to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

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

### **Additional Documentation:**

Vendor Questions and Responses

Bid Opening remains 11/13/2024 at 1:30pm

### **Terms and Conditions:**

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

CRFQ DOT2500000026 Security Guards

**Responses to Questions from Vendors**

**Question 1**

How many security guards are you looking for per shift?

**Response 1**

One Guard II plus One Guard III Supervisor per shift.

**Question 2**

Are the 11,664/2496 hours guaranteed? Security II and III

**Response 2**

Yes. There may increase but no decrease.

**Question 3**

Will the guard need any required equipment? If so, who provides the items?

**Response 3**

No, we do not provide the equipment.

**Question 4**

Are radios required? Vehicles? If so, who provides them?

**Response 4**

We do not provide any of the equipment.

**Question 5**

What is the total number of hours per week? Security II and III

**Response 5**

Guard II are required for 60 hours M-F split as vendor sees fit. Weekends & Holidays require 24 Hr coverage, split as vendor requires. Agency pays as invoiced but not to exceed the work week of 40 hours. Multiple Guards will be required so no one person will be exceeding into overtime. Barring an emergency. Guard III: Supervisor is required 1 per shift for 40 hours a week. Agency does not schedule vendor's employees, it's entirely on the vendor to figure up and scheduled the required officers per shift to assure coverage.

**Question 6**

Will Holiday hours be billed as time and a half?

**Response 6**

We pay at the contract price.

**Question 7**

What was last years spend on security guards?

**Response 7**

FY25: \$606,376.11

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2500000026**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Tucker Security LLC dba Monticola Security

Company

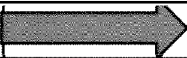
*Tim Tucker*

Authorized Signature

November 5, 2024

Date

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

| Pricing Page  |                                      |                  |  |                       |
|---|--------------------------------------|------------------|--|-----------------------|
| RFQ#:   |                                      |                  |  |                       |
| Kanawha County : Materials Division : 190 Dry Branch Drive, Charleston, WV 25306  |                                      |                  |  |                       |
| Line Number   | Guard Classification                 | Estimated Hours* | Hourly Rate  | Total Amount          |
| 1   | Security Guard II                    | 11,664           | \$20.00  | \$233,280.00 -        |
| 2   | Security Guard III/ Shift Supervisor | 2496             | \$20.00  | \$49,920.00 -         |
|   |                                      |                  |  |                       |
|   |                                      |                  |  |                       |
|   |                                      |                  |  |                       |
| <b>Grand Total</b>  |                                      |                  |  | <b>\$283,200.00 -</b> |
| *The estimated purchase volume for each item represents the approximate volume of anticipated purchases only.<br>No future use of the Contract or any individual item is guaranteed or implied. |                                      |                  |  |                       |

|                                    |  |
|------------------------------------|--|
| Vendor Name:                       | Tucker Security LLC dba Monticola Security |
| Contact Name:                      | Tim Tucker                                 |
| Phone:                             | 304-595-1500 ext 202                       |
| Fax # :                            | 304-595-2500                               |
| Email :                            | Debra.Black@Monticolasecurity.com          |
| # Years Providing Security Guards: | 8yrs                                       |



6810 Mac Corkle Ave SE  
Charleston, WV 25304

## John W Estep

Department of Administration  
Purchasing Division  
2019 Washington St E  
Charleston, WV 25305

Dear **John W Estep**,

Tucker Security LLC, operating as Monticola Security, is formally submitting a protest regarding this Request for Quotation (RFQ) based on the requirement of three years of security services experience for government offices. We contend that such a requirement is not warranted for the scope of work specified in this RFQ. <sup>v</sup>

Tucker Security has a proven track record of providing emergency security services for the West Virginia Department of Health and Human Resources (DHHR), and we believe we are facing discriminatory practices.

As a business owned by a disabled veteran, we assert that our initial proposal for the RFQ Should have been justly awarded to Tucker Security as we were the lowest bidder and we are concerned that the current requirements appear to be revised in a manner that favors a certain entities while unjustly disqualifying us.

**Tim Tucker**  
COO TUCKER SECURITY LLC

304-595-1500



Tim@Monticolasecurity.com



TIM TUCKER



**REQUEST FOR QUOTATION**  
**CRFQ DOT24\*88**  
**Security Guard Services**

- 6.4 .Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 6.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Josh Hall  
**Telephone Number:** 304-595-1500 ext 203  
**Fax Number:** 304-595-2500  
**Email Address:** Josh@monticolasecurity.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  
Public Safety

|   |                            |                         |                                 |
|---|----------------------------|-------------------------|---------------------------------|
| <b>Proc Folder:</b> 1540451   |                            |                         | <b>Reason for Modification:</b> |
| <b>Doc Description:</b> Open-End contract for Security Guard Services for MCS&T |                            |                         |                                 |
| <b>Proc Type:</b> Central Master Agreement                                      |                            |                         |                                 |
| <b>Date Issued</b>  | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>                  |
| 2024-10-22  | 2024-11-13 13:30           | CRFQ 0803 DOT2500000026 | 1                               |

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:** VC0000098845  
**Vendor Name :** Tucker Security LLC dba Monticola Security  
**Address :** 6810 Mac Corkle Ave SE  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** USA **Zip :** 25304  
**Principal Contact :** Josh Hall or Debra Black  
**Vendor Contact Phone:** 304-595-1500 **Extension:** 202

FOR INFORMATION CONTACT THE BUYER

John W Estep  
304-558-2566  
john.w.estep@wv.gov

Vendor Signature X *Tim Tucker* FEIN# 83-1452103 DATE November 5, 2024

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



|  |
|--|
| <b>ADDITIONAL INFORMATION</b>  |
| REQUEST FOR QUOTATION:   |
| PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids, on behalf of the West Virginia Division of Highways, Materials Control, Soil and Testing. To establish an open-end master agreement contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service of unarmed guards for the WVDOH Materials Control, Soil and Testing Division located at 190 Dry Branch Drive, Charleston, WV 25306. |

|   |   |
|---|---|
| <b>INVOICE TO</b>   | <b>SHIP TO</b>  |
| DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US | DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US |

| Line | Comm Ln Desc      | Qty         | Unit Issue | Unit Price | Total Price  |
|------|-------------------|-------------|------------|------------|--------------|
| 1    | Security Guard II | 11664.00000 | HOUR       | \$20.00    | \$233,280.00 |

|                  |                     |                      |                |
|------------------|---------------------|----------------------|----------------|
| <b>Comm Code</b> | <b>Manufacturer</b> | <b>Specification</b> | <b>Model #</b> |
| 92121504         |                     |                      |                |

**Extended Description:**  
Security Guard Services for MCS&T  
7725011

|   |   |
|---|---|
| <b>INVOICE TO</b>   | <b>SHIP TO</b>  |
| DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US | DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US |

| Line | Comm Ln Desc                          | Qty        | Unit Issue | Unit Price | Total Price |
|------|---------------------------------------|------------|------------|------------|-------------|
| 2    | Security Guard III / Shift Supervisor | 2496.00000 | HOUR       | \$20.00    | \$49,920.00 |

|                  |                     |                      |                |
|------------------|---------------------|----------------------|----------------|
| <b>Comm Code</b> | <b>Manufacturer</b> | <b>Specification</b> | <b>Model #</b> |
| 92121504         |                     |                      |                |

**Extended Description:**  
Security Guard Services for MCS&T  
7725011

|                           |
|---------------------------|
| <b>SCHEDULE OF EVENTS</b> |
|---------------------------|

| <u>Line</u> | <u>Event</u>                  | <u>Event Date</u> |
|-------------|-------------------------------|-------------------|
| 1           | Tech Questions due by 10:00am | 2024-11-01        |

|               |                |   |           |
|---------------|----------------|---|-----------|
|               | Document Phase | Document Description                                    | Page<br>4 |
| DOT2500000026 | Final          | Open-End contract for Security Guard Services for MCS&T |           |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ the contract will continue for \_\_\_\_\_ years;

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

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

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

☐ **Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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: \$1,000,000.00 per occurrence.

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

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

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

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

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

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

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

☐

☐

☐

☐



**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](http://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](mailto: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) Josh Hall Director of Operations

(Address) 6810 Mac Corkle Ave SE Charleston, WV 25304

(Phone Number) / (Fax Number) 304-595-1500 ext 204 FAX: 304-595-2500

(email address) Josh@Monticolasecurity.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.

Tucker Security LLC dba Monticola Security

(Company) Tim Tucker

(Signature of Authorized Representative)  
Tim Tucker, COO

(Printed Name and Title of Authorized Representative) (Date)  
(304) 595-1500 ext 204 FAX (304) 595-2500

(Phone Number) (Fax Number)

Tim@Monticolasecurity.com

(Email Address)

**REQUEST FOR QUOTATION  
CRFQ DOT24\*88  
Security Guard Services**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids, on behalf of the West Virginia Division of Highways, Materials Control, Soil and Testing. To establish an open- end master agreement contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service of unarmed guards for the WVDOH Materials Control, Soil and Testing Division located at 190 Dry Branch Drive, Charleston, WV 25306. The service will be exclusive to WVDOH Materials Division Headquarters' location and will be from 6:00 PM until 6:00 AM Monday – Friday & be 24 hours per day on Holidays and Weekends, 365 days per year.

This solicitation is intended to replace the cancelled SECSVS23 Contract which can be found on the Purchasing Division's website at: <http://www.state.wv.us/admin/purchase/swc/SECSVS.htm>

The spending amount provided is not any guarantee of future usage and is informational only.

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

**2.1 Agency** – The term “Agency” as used herein means “WVDOH Materials Control, Soil and Testing” and WVDOH Materials Division receiving services under this contract and may be used interchangeably with the term “Agency” where appropriate.

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

**2.3 “OJT”** means on the job training.

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

**2.5 “YTD”** means year-to-date.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide WVDOH Materials Division 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.

**REQUEST FOR QUOTATION  
CRFQ DOT24\*88  
Security Guard Services**

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**3.1.1 SECURITY GUARD SERVICES**

**3.1.1.1 VENDOR QUALIFICATIONS/REFERENCES:**

**To qualify to receive an award of this contract, bidders:**

- A. Must have been in an operating business entity since January 1, 2018.
- B. Must have provided security services as described herein since January 1, 2018.
- C. Must provide a statement of the total number of years the bidding entity has been provided security services.
- D. Must have a minimum of 3 years experience providing security services for government offices and/or locations.
- E. Should provide (3) references for whom the bidding entity has provided security services in each Region being bid.
- F. Must meet the requirements listed on the Secretary of States website for "Qualifications to register as a security guard. See attached
- G. **Must submit the following information to Purchasing with their bid:**
  - 1) Full legal name of the bidding entity.
  - 2) The date the business entity was established.
  - 3) Email, Telephone, and fax numbers of the bidding entity.
  - 4) The telephone number where personnel of the bidding entity can be reached 24 hours a day.
  - 5) FEIN or Social Security number of the bidding entity
  - 6) Number of full-time employees as of August 1, 2020
  - 7) Normal hours of operation

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

**3.1.2 SCOPE OF WORK:**

**3.1.2.1 General Staffing:** Vendor shall provide qualified, trained security guards to WVDOH Materials Division Headquarters' location. Vendor shall provide the following services including, but not limited to:

- 3.1.2.1.1** security services for buildings, facilities, grounds, parking, and rights-of-ways for employees and visitors, customers, and vendors.
- 3.1.2.1.2** emergency response (contact local law enforcement, local emergency services, etc.
- 3.1.2.1.3** patrol/rover monitoring services (building, grounds, parking, etc.
- 3.1.2.1.4** report damages, leaks, falling debris, etc.
- 3.1.2.1.5** access control.

**REQUEST FOR QUOTATION**  
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**Security Guard Services**

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**3.1.2.1.6** Vendor must reply to the requesting agency's general staffing request within forty-eight (48) hours of the submitted request to confirm the following:

- (a) the ability to supply the general staffing request, or
- (b) the inability to supply the general staffing request which will act as a waiver from the vendor and must be retained in the State agency file to allow the staffing request to be procured from another supplier.

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

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

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

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

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

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

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

**REQUEST FOR QUOTATION**  
**CRFQ DOT24\*88**  
**Security Guard Services**

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

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

**3.1.2.4 Security Guard Locations:** Security guards are currently posted at the WVDOH Materials Control, Soil and Testing Division located at 190 Dry Branch Drive, Charleston, WV 25306

**3.1.2.4.1** Security Guards (all ranks) are positioned at WVDOH Materials Control, Soil and Testing Division located at 190 Dry Branch Drive, Charleston, WV 25306.

**3.1.2.5 Independent Contractor:** The Vendor and its agents shall offer services to the WVDOH Materials Control Division located at 190 Dry Branch Drive, Charleston, WV 25306 as an independent contractor and shall accept the requirements of these specifications as the requirements necessary to perform the function of a commercial guard service at a professional and sustained level of service. See attached Basic Requirements from the WV Secretary of State website.

**3.1.3 TURNOVER CONTROL:**

**3.1.3.1** Turnover in the total number of security guards provided to the WVDOH Materials Control Division shall not exceed 25% per annum or 30% in one quarter.

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

**3.1.3.3** Vendor(s) shall make all reasonable efforts to minimize attrition among trained qualified security guards.

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**3.1.4 TRANSITIONAL REPORTING AND STAFF CONTACT:**

**3.1.4.1** At least 1.5 calendar days but not more than 60 calendar days prior to the expiration or cancellation of this contract, the Vendor shall provide the WVDOH Materials Control Division with a list of all locations utilizing Vendor's security services under this contract.

**3.1.4.2** Vendor shall also provide contact information for each of the security personnel providing security service to WVDOH Materials Control Division.

**3.1.4.3** The vendor shall permit WVDOH Materials Control Division, and the winning bidder in subsequent bids of similar security contracts to contact the Vendor's personnel prior to the expiration of this contract to discuss future employment with the winning bidder.

**3.1.5 REPLACEMENT OF EQUIPMENT PROVISIONS:**

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

**3.1.5.1.1** This provision shall not apply to equipment failure mutually agreed by the WVDOH Materials Control Division and the Vendor as having occurred as a result of normal use or wear.

**3.1.6 REPORTING REQUIREMENTS:**

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

**3.1.6.1.1** Any apparent or suspected criminal attack exercised against the WVDOH Materials Control Division, its assets, or personnel, including the employees of the contractor assigned to the site or any authorized or unauthorized visitors thereon.

**3.1.6.1.2** Any criminal or civil charges brought against the Vendor or its personnel as it may relate to the contracted service.

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- 3.1.6.1.3** Any apparent trespass of the WVDOH Materials Control Division property.
  - 3.1.6.1.4** Any verbal or physical confrontation resulting between a contract employee and an WVDOH Materials Control Division employee or guests or visitors on the campus.
  - 3.1.6.1.5** Any performance failure of the Vendor.
  - 3.1.6.1.6** Any federal, state, or county regulatory requirement in which the Vendor is in noncompliance.
  - 3.1.6.1.7** Any equipment or system failure associated with the performance of the contracted service.
  - 3.1.6.1.8** Any fire or unsafe condition existing within the Agency's environment and observed by or reported to a contract employee, and emergency actions taken by the contract employee to eliminate or improve such conditions.
  - 3.1.6.1.9** Any incident in which procedures governing the safe and orderly operation of the site are violated.
- 3.1.6.2 General Reporting Requirements:** The Vendor shall provide to the WVDOH Materials Control Division written reports as identified in substance and frequency set forth below. These reporting requirements shall not be considered exclusive, and the WVDOH Materials Control Division 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.
- 3.1.6.2.1 Required Reports, Report Contents, and Due Dates:**
- 3.1.6.2.1.1 Billing report:** Vendor shall submit a Billing report to the WVDOH Materials Control Division receiving services under this contract and should contain the following items: Name of the officer, skill level assigned, billing rate, days, hours per day and locations worked, and a total amount due and payable.
    - 3.1.6.2.1.1.1** The Billing report will be due on Tuesdays on a bi-weekly basis (every other Tuesday).

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**3.1.6.2.1.2 Personnel Turnover Report:** Vendor shall submit a Personnel Turnover report to WVDOT Materials Control Division: **quarterly on March 10, June 10, September 10, and December 10 of each year.**

**3.1.6.2.1.2.1** The Personnel Turnover report shall contain the percentage of turnover the vendor experienced in its security guard services provided to WVDOT Materials Control Division for each month of the quarter and for the entire quarterly period.

**3.1.6.2.1.3 Summary of Service Report:** Vendor shall provide an Hours-of-Service report to WVDOT Materials Control Division receiving services under this contract on the **10<sup>th</sup> day of each month**. The Hours-of-Service report shall include a listing of the hours of service performed by post, a summary of the service provided, and the compensation rate paid.

**3.1.6.2.1.4 Training report:** Vendor shall provide the Training report to WVDOT Materials Control Division receiving services under this contract on the **10<sup>th</sup> day of each month**. The training report should contain the following items: Name of the individuals completing the training, designation of classroom or on-the-job training, number of hours trained, and training topics covered.

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

**3.1.6.2.1.6 Compliance and Noncompliance Reporting:** The requirements set forth in this document pertain to the form and substance in which work shall be administered. The successful Vendor shall adhere to these requirements and shall notify the WVDOT Materials Control Division of any noncompliance



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prior to occurrence, if possible, but no later than five business days after occurrence.

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

The contract number CMA: must be included on all reports.  
Send reports to: [stefanie.l.elliott@wv.gov](mailto:stefanie.l.elliott@wv.gov)

Failure to supply such reports upon request may be grounds for cancellation of this contract.

**3.1.7 SECURITY GUARD REQUIREMENTS:**

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

**3.1.7.1 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:

**3.1.7.1.1** Be 18 years of age or older.

**3.1.7.1.2** Have a high school diploma or equivalent written examination.

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

**3.1.7.1.4** Pass a background check as outlined below: Minimum 10 years

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

**3.1.7.1.6** Pass a physical fitness test as outlined below.

**3.1.7.1.7** Complete the required training as outlined below.

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

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

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

- a. A credit check.
- b. Confirmation of previous employment.
- c. Verification of references.
- d. Criminal record check on the State and Federal level. Minimum 10 years
- e. Driver's license verification and background information.
- f. Fingerprint validation by West Virginia State police.
- g. Five years of employment and neighborhood experience (when possible).

**3.1.7.2.1** All security guards submitted by Vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal, Minimum 10 years) and must have a credit report acceptable to the Agency.

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

**3.1.7.2.3** The Vendor shall present the results of the background check to the WVDOH Materials Control Division for consideration prior to assigning any security guard to perform under this contract.

**3.1.7.2.3.1** The WVDOH Materials Control Division may accept a Vendor's manager's certified report (must be dated, signed and notarized) that a background investigation was conducted in accordance with the stipulations stated herein and that an impartial review revealed that no information was discovered during the investigation that would be harmful to the

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Agency's interests by assigning the candidate to the contract. The Agency reserves the right to obtain copies of background investigations.

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

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

**3.1.7.3.1.1** Guards are deemed to have passed the physical examination if the guard is found to be free from any hearing, sight or physical limitations which would prevent performance of duties. A security guard will be deemed to have a sight limitation if the security guard's vision is not corrected to 20/20 or better.

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

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

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

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

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

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

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

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

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- 3.1.7.3.3.3** Heavy lifting (45 pounds minimum).
  - 3.1.7.3.3.4** Heavy carrying (45 pounds @ 100 yards minimum).
  - 3.1.7.3.3.5** Fully extending arms up to a 90-degree angle from the shoulder.
  - 3.1.7.3.3.6** Capable of walking or standing continuously (minimum of 4 hours).
  - 3.1.7.3.3.7** Repeated bending at the waist and knees (minimum 10 repetitions).

**3.1.7.3.4 Testing Failure:**

- 3.1.7.3.4.1** If a potential security guard fails the physical examination, drug testing or physical fitness testing, the guard shall not be employed to perform services under this contract.
- 3.1.7.3.4.2** If a security guard already employed to provide services under this contract fails the drug testing, Vendor shall immediately remove the security guard from service under this contract.
- 3.1.7.3.4.3** If a security guard already employed to provide services under this contract fails the physical examination or physical fitness testing in subsequent years, the guard will be required to be retested within 60 calendar days after the date of the failed test.
- 3.1.7.3.4.4** If the guard fails either test for the second time, the guard will be removed from assignment from this contract until such time as the guard can successfully pass the physical examination and physical fitness test.
- 3.1.7.3.4.5** Physical fitness testing requirements may be waived for guards in certain application/positions by an Agency provided the requesting Agency specifically identifies the waived physical fitness requirements in writing to the Vendor on the Security Guard Request Form in the Agency Instructions Box (see **Exhibit**).

**3.1.7.4 Minimum Training Before Assignment:** The Vendor must provide the training set forth below to each security guard before assignment to the WVDOH Materials Control Division location service under this contract or provide evidence acceptable to the WVDOH Materials Control Division

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that the security guard has an equivalent skill level to that established in the training program.

**3.1.7.4.1** All training and instruction shall be provided at the Vendor's expense.

All training modules must have the advanced approval of the WVDOH Materials Control Division and instructors must have the experience and qualifications, satisfactory to the Agency, necessary to provide instruction. The required pre-assignment training includes the six modules listed below, but an Agency, at its sole discretion, reserves the right to require additional training if it deems such additional training necessary.

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

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and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.

***f. Module 6: Review (1 hour)***

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

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

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

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

**3.1.8 Probationary Period:**

**3.1.8.1 Probationary Period Defined:** The Vendor shall assign employees to the Agency's premises with the understanding that the first 90 calendar days (for all skill level categories) that assignment is considered probationary.

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During this probationary period the Agency may, at their own discretion, require that the Vendor's employee be removed from the contract. On completion of the probationary period, the Agency will request removal of a Vendor employee for cause only. **NOTE:** On completion of the probationary period, the classification/skill level of security guard will remain unaltered.

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

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

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

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

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

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

**On-the-job 1: Prevention/Protection**

- A.** Patrol requirements.
- B.** Communication system use and procedure.

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

**On-the-job 2: Enforcement**

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

**On-the-Job 3: Emergency Procedures**

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



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**On-the-Job 4: special Equipment Training**

- A. Operation of vehicles
- B. Operation of radio communication systems
- C. Console operation practices.
- D. Operation of computerized alarm and access control systems

**3.1.9 Certification of Qualification:**

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

**3.1.10 Skill Level Categories:**

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

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

**3.1.10.1.1** If a security guard providing services to an Agency under this contract advances in skill level, the Vendor shall continue to provide the security guard at the original hourly price for the skill level requested until such time as the Agency, in its sole discretion, determines that it requires a security guard of a higher skill level.

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

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

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

**Security Guard Skill Levels:**

**1. Probationary Security Guard I - shall have completed:**

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

**2. Security Guard II - shall have completed Security Officer I 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

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- i) Dealing with Aggressive Behavior
  - j) Ready Response

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

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

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

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

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

**3.1.11 Performance Evaluation (Joint Evaluation):**

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

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

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

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

**3.1.13 Shift Continuity:**

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

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

**3.1.14 Alternate Replacement Personnel:**

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

**3.1.15 Uniforms:**

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

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

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

**3.1.16 Personal Appearance:**

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

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

**3.1.16.1.1 Male and Female Employees:**

- a) Body piercing (with the exception of earrings for female employees) which is visible anytime while on duty and/or in uniform is prohibited.
- b) Necklaces may be worn but shall not be visible.
- c) A bracelet may be worn only if it contains medical information concerning the member and does not create a safety hazard.
- d) No more than one ring shall be worn on each hand except that a combination engagement and wedding band may be worn by females.
- e) Rings shall not have sharp edges that would create a hazard to the employee when wearing gloves.
- f) No personal items shall be visible from the uniform pockets except appropriate writing pens.
- g) Employees may wear only sunglasses with gold, silver, black or brown colored frames which complement the uniform. The sunglasses shall be of a professional type. No faddish, multicolored, or mirrored sunglasses shall be worn. Nor shall sunglasses be worn during conditions that do not merit their utilization.
- h) The bulk of hair shall not be excessive to the extent that it hinders the wearing of appropriate headgear.
- i) Hairstyles that may be considered "fads" or "special hairstyles" or "designs" are prohibited. Hairstyles may not hinder the correct wearing of the hat.

**3.1.16.1.2 Male Uniformed Employees:**

- a) Hairstyles may be either tapered or block cut, but must be worn in a neat, conservative, and professional manner at all times. The hair length shall not fall over the ears or

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eyebrows, or touch the collar, except for the closely cut hair at the back of the neck.

- b) If an employee desires to wear sideburns, mustache, or beard they must be neatly groomed.
  - b.i) Agency may request the face to be clean shaven. And will indicate to the vendor upon guard request.
- c) Male uniformed employees are prohibited from wearing earrings while on duty.

**3.1.16.1.3 Female Uniformed Employees:**

- a) Hairstyles must be worn in a neat, conservative, and professional manner at all times.
- b) If short hair is preferred, the length directives for males shall be observed.
- c) If medium length or long hair is preferred, the hair shall be worn up in a neat manner and touch the collar but shall not fall below the collar edge.
- d) Hair may be worn with “bangs”, but they shall not fall over the eyebrows.
- e) Hair may be “braided or platted” if the style presents a neat and professional appearance.
- f) Hair clasps, barrettes, or fasteners must correspond with hair color and must not be conspicuous. Hair nets, ribbons, beads and so forth are prohibited from being worn.
- g) Hair color shall be of a conservative shade and have no unnatural tones of color. Spraying substances, color or glitter are prohibited.
- h) False eyelashes are prohibited.
- i) If worn, cosmetics shall be conservative and professional in appearance, understated rather than overwhelming in application and shall blend in with the natural color of the skin.
- j) Earrings shall be of a small post or stud type with only one earring worn in each ear.

**3.1.17 Prohibition Against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed

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**Security Guard Services**

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to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

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

**3.1.18 Certifications Related to Lobbying:**

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

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

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

**3.1.19 Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

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Security Guard Services**

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**3.1.20 Record Retention (Access & Confidentiality):**

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

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

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

**3.1.20.3.1** Vendor must sign and return the WV HIPAA BUSINESS ASSOCIATE ADDENDUM (see **EXHIBIT\_C**). This should be submitted with bid but is required prior to award.

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

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

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

| <u>PERIOD END</u> | <u>REPORT DUE</u> |
|-------------------|-------------------|
| December 31       | January 31        |
| March 31          | April 30          |
| June 30           | July 31           |
| September 30      | October 31        |



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The contract number **CMA 0212 SECSVS23** must be included on all Quarterly Sales Reports.  
Send reports to: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov) and [Toby.L.Welch@wv.gov](mailto:Toby.L.Welch@wv.gov)

Failure to supply such reports may be grounds for cancellation of this Contract.

**4 CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded into four (4) geographical regions defined on the **Exhibit A Pricing Pages** to the Vendor(s) that provide the Contract Items meeting the required specifications for the **lowest overall total cost per region for all Contract Items per Region** as shown on the Pricing Pages. Vendors must complete the pricing pages for regions which you are bidding and must supply all the Contract Items for each region bid. **Failure to provide pricing for all Contract Items for each region bid may result in the vendors' bid being disqualified.**

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

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

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

**5 ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line

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orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. The vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2** For all orders, State agencies must provide a Security Guard Request Form to the vendor. (see **Exhibit\_B**).

**5.2.1** The vendor shall provide an email address and fax number where orders may be sent.

- 5.3** For all orders, State agencies should submit an ADO (Agency Delivery Order) for any amount under \$250,000.00 or a CDO (Central Delivery Order) for any amount over \$250,000.01.

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

**6 MISCELLANEOUS:**

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

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

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**Security Guard Services**

- 6.4 .Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 6.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Josh Hall  
**Telephone Number:** 304-595-1500 ext 203  
**Fax Number:** 304-595-2500  
**Email Address:** Josh@monticolasecurity.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  
Public Safety

|   |                            |                         |  |
|---|----------------------------|-------------------------|--|
| <b>Proc Folder:</b> 1540451   |                            |                         | <b>Reason for Modification:</b><br>Addendum No_1<br>Vendor Questions and Responses |
| <b>Doc Description:</b> Open-End contract for Security Guard Services for MCS&T |                            |                         |  |
| <b>Proc Type:</b> Central Master Agreement                                      |                            |                         |  |
| <b>Date Issued</b>  | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>   |
| 2024-11-01  | 2024-11-13 13:30           | CRFQ 0803 DOT2500000026 | 2  |

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:** VC0000098845  
**Vendor Name :** Tucker Security LLC dba Monticola Security  
**Address :** 6810 Mac Corkle Ave SE  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** USA **Zip :** 25304  
**Principal Contact :** Josh Hall or Debra Black  
**Vendor Contact Phone:** 304-595-1500 **Extension:** 202

FOR INFORMATION CONTACT THE BUYER

John W Estep  
304-558-2566  
john.w.estep@wv.gov

Vendor Signature X *Tim Tucker* FEIN# 82-1452103 DATE November 5, 2024

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

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| <b>ADDITIONAL INFORMATION</b>  |
| ADDENDUM NO_1  |
| Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.   |
| REQUEST FOR QUOTATION:   |
| PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids, on behalf of the West Virginia Division of Highways, Materials Control, Soil and Testing. To establish an open-end master agreement contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service of unarmed guards for the WVDOH Materials Control, Soil and Testing Division located at 190 Dry Branch Drive, Charleston, WV 25306. |

|   |   |
|---|---|
| <b>INVOICE TO</b>   | <b>SHIP TO</b>  |
| DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US | DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US |

| Line | Comm Ln Desc      | Qty         | Unit Issue | Unit Price | Total Price  |
|------|-------------------|-------------|------------|------------|--------------|
| 1    | Security Guard II | 11664.00000 | HOURL      | \$20.00    | \$233,280.00 |

|                  |                     |                      |                |
|------------------|---------------------|----------------------|----------------|
| <b>Comm Code</b> | <b>Manufacturer</b> | <b>Specification</b> | <b>Model #</b> |
| 92121504         |                     |                      |                |

**Extended Description:**  
Security Guard Services for MCS&T  
7725011

|   |   |
|---|---|
| <b>INVOICE TO</b>   | <b>SHIP TO</b>  |
| DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US | DIVISION OF HIGHWAYS<br>MATERIALS, CONTROL,<br>SOILS, & TESTING<br>190 DRY BRANCH DR<br>CHARLESTON WV<br>US |

| Line | Comm Ln Desc                          | Qty        | Unit Issue | Unit Price | Total Price |
|------|---------------------------------------|------------|------------|------------|-------------|
| 2    | Security Guard III / Shift Supervisor | 2496.00000 | HOURL      | \$20.00    | \$49,920.00 |

|                  |                     |                      |                |
|------------------|---------------------|----------------------|----------------|
| <b>Comm Code</b> | <b>Manufacturer</b> | <b>Specification</b> | <b>Model #</b> |
| 92121504         |                     |                      |                |

**Extended Description:**  
Security Guard Services for MCS&T  
7725011

|                           |
|---------------------------|
| <b>SCHEDULE OF EVENTS</b> |
|---------------------------|

| <u>Line</u> | <u>Event</u>                  | <u>Event Date</u> |
|-------------|-------------------------------|-------------------|
| 1           | Tech Questions due by 10:00am | 2024-11-01        |

|               |                |   |           |
|---------------|----------------|---|-----------|
|               | Document Phase | Document Description                                    | Page<br>4 |
| DOT2500000026 | Final          | Open-End contract for Security Guard Services for MCS&T |           |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions