



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

Request for Quotation

RFQ NUMBER
779C0032

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 CONTRACT ADMINISTRATION DIV
 MATERIALS TESTING SECTION
 312 MICHIGAN AVENUE
 CHARLESTON, WV
 25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/29/2008				

BID OPENING DATE: **11/12/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				990-46		
<p>GUARD AND SECURITY SERVICES</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE SECURITY GUARD SERVICES FOR THE MATERIALS CONTROL, SOILS AND TESTING DIVISION (MCS&T) FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS LOCATED AT 180-190 DRY BRANCH ROAD, CHARLESTON, WEST VIRGINIA. PER THE ATTACHED SPECIFICATIONS.</p> <p>THE FACILITY MUST BE STAFFED WITH TWO (2) SECURITY GUARDS PER SHIFT.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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	REV. 9/98					
	<p>LICENSE REQUIREMENT: THE SUCCESSFUL VENDOR SHALL BE REQUIRED TO PROVIDE A VALID CERTIFICATION OF REGISTRATION FROM THE SECRETARY OF STATE OFFICE AS A SECURITY COMPANY AUTHORIZED TO PROVIDE SECURITY.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p>					

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	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
RFQ. NO.:				779C0032		
BID OPENING DATE:			-----			
BID OPENING TIME:			-----			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
CONTACT PERSON (PLEASE PRINT CLEARLY):			-----			

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***** THIS IS THE END OF RFQ 779C0032 ***** TOTAL:						

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SPECIFICATIONS

TO PROVIDE SECURITY GUARD SERVICES FOR THE MATERIALS CONTROL, SOILS, AND TESTING DIVISION (MCS&T) OF THE WV DIVISION OF HIGHWAYS LOCATED AT 180 - 190 DRY BRANCH ROAD, CHARLESTON, WV 25306. THE VENDOR SHALL FURNISH ALL LABOR, UNIFORMS, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE SECURITY GUARD SERVICES.

DUTIES SHALL INCLUDE THE FOLLOWING:

1. UPHOLD ALL STATE, COUNTY, MUNICIPAL, AND FEDERAL LAWS;
2. ASSIST LAW ENFORCEMENT AGENCIES IN AND DURING THE EXECUTION OF THEIR DUTIES;
3. UPHOLD AND ENFORCE THE RULES GOVERNING THE ACCESS, EGRESS AND USE OF STATE FACILITIES.

SERVICES PERFORMED UNDER THIS CONTRACT WILL BE UNDER THE GENERAL CLASSIFICATION OF PEDESTRIAN CONTROL, VEHICULAR CONTROL, AREA SECURITY, BUILDING SECURITY, VISITOR/EMPLOYEE PROTECTION, AND FOR ANY EMERGENCY OR NEED NOT SPECIFICALLY NOTED HEREIN.

THE SPENDING UNIT SHALL PAY FOR SECURITY GUARD SERVICES IN ACCORDANCE WITH THE HOURLY RATES QUOTED. THE VENDOR SHALL BE RESPONSIBLE FOR ANY AND ALL INSURANCE, TAXES AND OTHER UNNAMED COSTS WHICH MAY ARISE CONCERNING THE GUARDS.

STANDARD WORK WEEK

THE STANDARD WORK WEEK SHALL CONSIST OF SEVEN CONSECUTIVE DAYS, BEGINNING AT 12:01 A.M. SATURDAY AND ENDING AT MIDNIGHT FRIDAY. SERVICES WILL BE REQUIRED NIGHTS AND WEEKENDS. UNLESS SPECIFICALLY REQUESTED BY THE SPENDING UNIT, GUARDS SHALL WORK NO MORE THAN FORTY HOURS DURING THE WEEK.

OVERTIME/HOLIDAY PAY

THE SPENDING UNIT SHALL BE PERMITTED TO UTILIZE GUARDS FOR MORE THAN THE ESTABLISHED FORTY-HOUR WORK WEEK AND SHALL PAY ONE-AND-A-HALF TIMES THE HOURLY RATE FOR EXTRA SERVICE. FURTHER MORE, SERVICES MAY BE REQUIRED ON ANY AND ALL STATE

RECOGNIZED HOLIDAYS. SUCH SERVICES WILL ALSO BE PAID AT ONE-AND-A-HALF TIMES THE APPLICABLE HOURLY RATE. THE SPENDING UNIT WILL NOT BE RESPONSIBLE FOR OVERTIME HOURS WHEN SUCH OVERTIME IS THE RESULT OF INSUFFICIENT NUMBER OF GUARDS.

THE SUCCESSFUL VENDOR SHALL SUPPLY A DAILY OFFICER REPORT AND A WEEKLY TIME REPORT REFLECTING ALL HOURS WORKED AND OFFICERS REPRESENTING THE REFLECTED TIME OF DUTY.

TRAVEL

THE VENDOR AND/OR GUARDS WILL BE RESPONSIBLE FOR THEIR OWN TRANSPORTATION AND PARKING. THE SPENDING UNIT WILL NOT PAY FOR TRAVEL EXPENSES INCURRED BY THE VENDOR OR THE VENDOR'S EMPLOYEES WHEN REPORTING TO AND FROM ASSIGNMENTS.

FEE ADJUSTMENT

THE STATE OF WEST VIRGINIA WILL CONSIDER AN INCREASE IN THE HOURLY RATES IF THE FEDERAL MINIMUM WAGE RATE INCREASES DURING THE LIFE OF THE CONTRACT. THE ADJUSTMENT WILL BE BASED ON THE ACTUAL DOLLAR AMOUNT OF THE INCREASE, NOT A PERCENTAGE. ANY REQUEST FOR AN INCREASE MUST BE SUBMITTED TO THE SPENDING UNIT THIRTY DAYS PRIOR TO THE EFFECTIVE DATE OF THE INCREASE. THE STATE MAY EITHER ACCEPT THE INCREASE AND AMEND THE CONTRACT ACCORDINGLY OR CANCEL THE CONTRACT.

TIME CARDS/WEEKLY TIME REPORT

THE VENDOR SHALL SUPPLY ALL GUARDS WITH TIME CARDS. HOURS WORKED WILL BE SIGNED ON A DAILY OR WEEKLY BASIS BY THE SPENDING UNIT'S SECURITY COORDINATOR OR DESIGNEE.

CONDUCT AND MANAGEMENT

WITHOUT LIMITING THE RESPONSIBILITY OF THE VENDOR, GUARDS WILL BE GUIDED BY RULES AGREED UPON BETWEEN THE PARTIES AND SUCH OTHER SPECIAL WRITTEN INSTRUCTIONS, APPLICABLE TO THE SERVICE, AS MAY BE ISSUED FROM TIME TO TIME BY THE SPENDING UNIT.

WHILE ON ASSIGNMENT WITH THE SPENDING UNIT, ALL GUARDS WILL REMAIN EMPLOYEES OF THE VENDOR. THE VENDOR SHALL MAKE THIS CONDITION CLEARLY KNOWN TO THE GUARDS AND SHALL BE RESPONSIBLE FOR THEIR CONDUCT AND MANAGEMENT. THE STATE OF WEST VIRGINIA SHALL IN NO WAY BE CONSIDERED AS CO-EMPLOYER.

THE SPENDING UNIT SHALL NOT REGARD, REASSIGN, GRANT LEAVE TO, DISCIPLINE, OR DISCHARGE THE VENDOR'S EMPLOYEES. IF A SECURITY GUARD DISPLAYS IMPROPER WORK CONDUCT, UNSATISFACTORY PERFORMANCE, OR IS DEEMED TO BE UNQUALIFIED TO PERFORM A

PARTICULAR ASSIGNMENT, THE SPENDING UNIT MAY REQUEST A REPLACEMENT GUARD FROM THE VENDOR.

IF A REPLACEMENT IS REQUESTED WITHIN THE FIRST TWO HOURS OF A GUARD'S INITIAL WORK DAY, THERE WILL BE NO CHARGE TO THE SPENDING UNIT FOR THE SERVICES PROVIDED BY THE GUARD BEING REPLACED.

FIELD SUPERVISION

THE SUCCESSFUL VENDOR WILL BE RESPONSIBLE FOR THE DIRECT SUPERVISION OF THE GUARDS THROUGH ITS DESIGNATED REPRESENTATIVE AT THE PREMISES TO WHICH THIS CONTRACT RELATES AND SUCH REPRESENTATIVES OR SUPERVISORS WILL IN TURN BE AVAILABLE AT ALL REASONABLE TIMES TO REPORT TO AND CONFER WITH THE DESIGNATED AGENTS OF THE DIVISION OF HIGHWAYS.

THE SPENDING UNIT MAY REQUIRE THE VENDOR TO FURNISH AN ON-SITE MANAGER TO PROVIDE THE SUFFICIENT FIELD SUPERVISION OF THE OTHER GUARDS AND TO MAKE PERIODIC REPORTS TO THE SPENDING UNIT. THE HOURLY RATE FOR THE ON-SITE MANAGER SHALL BE IDENTICAL TO THAT PAID REGULAR GUARD SERVICE.

MEAL/BREAKS

PRIOR TO THE COMMENCEMENT OF AN ASSIGNMENT, IT IS THE RESPONSIBILITY OF THE VENDOR TO DISCUSS MEALS AND BREAKS WITH THE SPENDING UNIT, AND TO DETERMINE IF AND WHEN THEY MAY BE TAKEN.

GUARDS

THE VENDOR SHALL PROVIDE GUARDS WHO ARE NEAT IN APPEARANCE, CONSCIENTIOUS OF PERSONAL HYGIENE, MANNERLY AND WHO ARE ABLE TO RELATE TO AND SUCCESSFULLY INTERACT WITH THE GENERAL PUBLIC.

TRAINEE GUARDS MAY BE USED AND MUST BE ACCOMPANIED BY A FULLY TRAINED AND QUALIFIED GUARD WHO IS FAMILIAR WITH THE POST. ON-THE-JOB TRAINING FOR NEW SECURITY GUARDS MUST CONSIST OF NO LESS THAN SIXTEEN HOURS. THERE WILL BE NO CHARGE TO THE SPENDING UNIT FOR SERVICES PROVIDED BY THE TRAINEE GUARDS.

UNIFORMS

UNIFORMS SHALL INCLUDE BADGES AND PATCHES, OVERCOATS, RAINCOATS, HATS, FLASHLIGHTS, TWO WAY COMMUNICATIONS AND ANY OTHER EQUIPMENT NECESSARY TO PROPERLY EXECUTE THE CONTRACT.

DRUG FREE WORKPLACE

THE VENDOR MUST ADVISE THE GUARDS THAT THEY WILL BE WORKING IN A DRUG FREE AND SMOKE FREE WORK PLACE.

LAW ENFORCEMENT

THE VENDOR SHALL PURSUE AND MAINTAIN A CLOSE LIASON WITH THE CITY, COUNTY, STATE, AND FEDERAL LAW ENFORCEMENT OFFICIALS AT ALL TIMES IN COMPLIANCE WITH AGENCY POLICY AND IN CONFORMITY WITH GOOD PUBLIC POLICY.

INDEMNIFICATION

THE STATE OF WEST VIRGINIA SHALL NOT BE RESPONSIBLE FOR ANY CLAIM FOR INJURIES, INCLUDING DEATH, TO THE VENDOR, THE VENDOR'S AGENTS, EMPLOYEES, GUARDS OR THIRD PARTY PERSONS, OCCURING ON STATE PROPERTY, AND THE VENDOR AGREES TO INDEMNIFY AND SAVE THE STATE OF WEST VIRGINIA AND ITS OFFICIALS HARMLESS FROM ANY AND ALL SUCH CLAIMS ARISING FROM THE USE OF STATE PROPERTY AND OPERATIONS OF THE VENDOR THERE PURSUANT TO THIS CONTRACT.

EHTICS IN PUBLIC CONTRACTING

THE VENDOR CERTIFIES THAT THE CONTRACT IS MADE WITHOUT COLLUSION OR FRAUD, AND THAT THE VENDOR HAS NOT OFFERED OR RECEIVED ANY KICKBACKS OR INDUCEMENTS FROM ANY OTHER VENDOR OR SUBCONTRACTOR IN CONNECTION WITH THE CONTRACT, AND THE VENDOR HAS NOT CONFERRED ON ANY PUBLIC EMPLOYEE HAVING OFFICIAL RESPONSIBILITY FOR THIS PROCUREMENT ANY PAYMENT, LOAN, SUBSCRIPTION, ADVANCE, PRESENT OR PROMISE UNLESS CONSIDERATION OF SUBSTANTIALLY EQUAL OF GREATER VALUE EXCHANGED.

COST

THE VENDOR SHALL QUOTE THE AMOUNT FOR REGULAR HOURS AS WELL AS THE AMOUNT FOR ANY OVERTIME/HOLIDAYS.

Pay Rate Regular Hours \$ _____ Per Hour

Pay Rate Overtime Hours \$ _____ Per Hour

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____