



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
PRS10SEC

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

PROTECTIVE SERVICES  
 DIVISION OF  
 BUILDING 1, ROOM 152-A  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-9911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/10/2010				

BID OPENING DATE: 07/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PROTECTIVE SERVICES, IS SOLICITING BIDS FOR SECURITY GUARD SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 06/29/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>GUARD AND SECURITY SERVICES</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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>						

SIGNATURE			TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**304-558-2544**

VENDOR

RFQ COPY  
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SHIP TO

**PROTECTIVE SERVICES**  
**DIVISION OF**  
**BUILDING 1, ROOM 152-A**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305**                      **304-558-9911**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/10/2010				

BID OPENING DATE: **07/15/2010**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>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.</b></p> <p><b>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 THREE (3) SUCCESSIVE ONE (1) YEAR PERIODS.</b></p> <p><b>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</b></p> <p><b>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).</b></p> <p><b>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.</b></p> <p><b>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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SELECTION

**PROTECTIVE SERVICES**  
**DIVISION OF**  
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**1900 KANAWHA BOULEVARD, EAST**  
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**25305 304-558-9911**

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>EXHIBIT 4</b></p> <p><b>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</b></p> <p><b>EXHIBIT 6</b></p> <p><b>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE,</b></p>						

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BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

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<p><b>PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</b></p> <p><b>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR. PRICE INCREASES WILL BE CONSIDERED AT THE TIME OF RENEWAL ONLY.</b></p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:             DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:             SEALED BID</b></p>						

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06/10/2010				

BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: SHELLY MURRAY RFQ. NO.: PRS10SEC BID OPENING DATE: 07/15/2010 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----  ***** THIS IS THE END OF RFQ PRS10SEC ***** TOTAL:						

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# PRS10SEC

## Request for Quotation

### Part 1 General Information

#### 1. Purpose

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the Division of Protective Services "Agency" is soliciting Quotes from all qualified contractors to provide security services for the Main Capitol Campus and other State facilities across the State of West Virginia.

#### 1.2 Project

The mission or purpose of the project is to obtain the services of a qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service for designated locations 24-hours per day, seven (7) days per week, 52 weeks per year. **There are no service level guarantee's associated with this contract.**

#### 1.3 RFQ Format

This is a Request for Quotation (RFQ). All specifications are mandatory requirements and must be met in full. The Price Quotation submitted by bidders will be the sole evaluation criteria.

#### 1.4 Inquiries:

Additional information inquiries regarding specifications of this RFQ must be submitted in writing to the State Buyer with the exception of questions regarding the bid submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.4. All inquiries of specification clarification must be addressed to:

Shelly Murray, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115

**The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the agency.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFQ has been released.

#### 1.5 Vendor Registration:

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a bid, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

### **1.6 Oral Statements and Commitments:**

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 Request for Quotation specifications file by an official written addendum are binding.

### **1.7 Economy of Preparation:**

Bids should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.

#### **Vendors responding to this RFQ shall submit to:**

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Shelly Murray  
Req#: PRS10SEC  
Opening Date: 07/15/2010  
Opening Time: 1:30 pm

### **1.8 Rejection of Bids:**

The State reserves the right to accept or reject any or all bids, in part or in whole at its discretion. The State reserves the right to withdraw this RFQ at any time and for any reason. Submission of, or receipt by the State of bids confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFQ and the Vendor's bid, may or may not be awarded. Any contract resulting in an award from this RFQ is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General

### **1.9 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFQ for expenses to prepare, deliver the bid, or to attend any mandatory prebid meeting or oral presentations.

### **1.10 Addenda:**

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the State to all bidders of record.

### **1.11 Independent Price Determination:**

A bid will not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the bid is submitted as a joint venture.



## 1.12 Price Quotations:

The price(s) quoted in the vendor's bid will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

## 1.13 Public Record:

### 1.13.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

### 1.13.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

### 1.13.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

## 1.4 Schedule of Events:

Vendor's Written Questions Submission Deadline. ....06/29/2010  
Addendum Issued .....TBD

## 1.15 Bond Requirements:

All proposers are required to submit a bid bond in the amount of \$25,000 with each bid quote. The State will accept in lieu of a formal bid bond a certified check, cashiers check or irrevocable letter of credit. All checks must be made payable to the State of West Virginia Purchasing Division. Failure to post a bid bond will result in the disqualification of the bid.

## 1.16 Insurance Requirements

The contractor shall present evidence of insurance of the types and amounts required by the Agency and in terms and amounts satisfactory to agency. Included in the required insurance coverage shall be the following:

- *Worker's Compensation* in accordance with applicable federal and state laws.
- *Employers Liability and Occupational Disease Liability.*
- *Commercial general liability insurance* including but not limited to contractor's protection insurance if subcontractors are used. Completed operations liability in the amount of \$1,000,000 each occurrence for bodily injury; and \$1,000,000 for property damage.
- *Fidelity Insurance* in the amount of \$1,000,000 per incident for the actions of the contractor and/or its agents.

- *False Arrest Insurance* for false arrest, false imprisonment, libel, slander, invasion of privacy in the amount of \$5,000,000 per incident.

## **PART 2 OPERATING ENVIRONMENT**

### **2.1 Location:**

The Division of Protective Services is located in the State Capitol Building, Room 152A in Charleston, West Virginia. The Division currently has the same law enforcement authority in Kanawha county as members of the West Virginia State Police. (§15-2D-3) Expansion of the Divisions jurisdictional authority to include all State Property has been enacted.

### **2.2 Background:**

The Division of Protective Services (DPS) of the Department of Military Affairs and Public Safety (MAPS) was created by Legislative action and the passage of Senate Bill 1, (July 14, 1998). The Division is a bonafide law enforcement agency including a certified police force (Capitol Police) with uniformed officers who are certified as Police Officers by the standards of the Governor's Commission on Crime. The purpose of the Division is to provide safety and security to individuals who visit, conduct business or work at the Capitol Complex or other State facilities.

## **PART 3 PROCUREMENT SPECIFICATIONS**

### **3.1 Scope of Work**

The scope of work shall be to provide adequate levels of qualified, trained security guards for coverage of the State Capitol Complex Campus and other locations as identified by the Agency or other spending units. For 24 hour per day, seven days a week, 52 weeks per year, security guards may be posted in the Divisions Command Control Center, Perimeter Guard Houses and as walking rovers internal and external to buildings on the campus. The requirements set forth in this section pertain to the form and substance in which the work shall be administered. The successful contractor/vendor shall be responsible to adhere to these requirements and shall notify the Agency within a timely manner (five business days) of any noncompliance.

#### **3.1.A Non Capitol Complex Locations**

The State of West Virginia operates facilities in all 55 counties of West Virginia. At present the Division of Protective Services has responsibility to offer services at the State Capitol Complex and in Kanawha County. However, other State entities across the state may procure services from this contract during the life of the contract. There are currently no known service levels. (See 3.24.16). Guards are currently posted at the Environmental Protection building in Kanawha City, the Motor Vehicles building in Kanawha City, the Natural Resources building in South Charleston, the State Office Building in Huntington, Barboursville Veterans Home, various Highways locations across the State and various Health and Human Resource locations across the State. This list is not considered to be inclusive, but merely an example of locations that could be served. Any guard assigned to any State entity under the auspices of this contract must meet the criteria of specification 3.11

### **3.2 Independent Contractor**

The contractor and its agents shall offer services to the agency as an independent contractor and shall accept the requirements of these specifications as the requirements of an independent contractor necessary to perform the function of a commercial guard service at a professional and sustained level of adequate service.

### **3.3 Turnover Control**

The contractor shall exercise reasonable and responsible diligence in providing the Agency with security guards who are qualified to perform the services required. In this regard, the contractor shall make all reasonable efforts to minimize attrition among trained qualified security guards to the extent that turnover in the security force shall not exceed 25% per annum or 30% in one quarter. Should turnover exceed these limitations the Contractor shall, at their own expense, provide all training previously provided as necessary to make the replacing security guard possess a level of skill equal to the security guard who has terminated service. Notwithstanding the above provision, if the Agency requires the removal of a security guard for reasons other than the ability to competently perform required services; non- or malfeasance in the performance of duties or matters relating to fidelity of an individual security guard, the contractor shall bear the training expense beyond that required for basic qualifications and on-the-job training.

### **3.4 Transitional Staffing**

On the date of the initiation of the Contractor providing services to the Agency, the Contractor agrees to retain no less than 50% of the workforce of the previous contract holder for a period of 180 days and to provide compensation and benefits to the retained employees at a level equal to or above the compensation and benefits of the previous contractor. This transitional period will allow the contractor to quickly ramp up to service levels currently expected by the agency with minimal disruption of service.

### **3.5 Overtime**

The contractor must agree to abide by all federal, state, or municipal minimum wage and labor laws.

### **3.6 *Liquidated Damages:***

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to meet the below requirements. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

- Failure to comply with wage and hour regulations
- Failure to maintain percentage maximum on turnover control except for those instances in which the agency and contractor mutually agree that the turnover is justified
- Failure to comply with pre-employment qualifications and investigations regarding applicants.
- Failure to report an incident
- Failure to comply with federal, state, and county regulatory requirements
- Failure to perform services for any reason

### 3.7 Replacement of Equipment Provisions

The Agency may from time to time, make equipment available for the use of the security guards in the performance of the contracted services. The contractor shall bear the cost of repair and/or replacement of such equipment rendered inoperative because of misuse, or abuse of the contract employee using the equipment, (or failing to provide reasonable care and security,) or due to a failure to provide the contract employee with training sufficient to operate the equipment in a normal, safe, and effective manner. This provision shall not apply to equipment failure mutually agreed by the Agency and the contractor as having occurred as a result of normal use or wear.

### 3.8 Documentation of Incidents

The contractor or his designee shall be responsible for providing both a written and oral report of any incident that occurs on any shift at the close of that shift period. This report shall be provided to the shift supervisor. An incident is defined as, but not limited to, the following:

- Any apparent or suspected criminal attack exercised against the agency, its assets, or personnel, including the employees of the contractor assigned to the site or any authorized or unauthorized visitors thereon.
- Any criminal or civil charges brought against the contractor or its personnel as it may relate to the contracted service
- Any apparent trespass of the agency's property
- Any verbal or physical confrontation resulting between a contract employee and a agency employee or guests or visitors on the campus
- Any performance failure of the contractor
- Any federal, state, or county regulatory requirement in which the contractor is in noncompliance
- Any equipment or system failure associated with the performance of the contracted service
- 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
- Any incident in which procedures governing the safe and orderly operation of the site are violated

### 3.9 General Reporting Requirements

The contractor shall provide to the Agency written reports as identified in substance and frequency set forth below. These reporting requirements shall not be considered exclusive, and the Agency may, at its discretion, identify other recoverable documented information relating to the contracted service.

<b>Reports</b>	<b>Frequency</b>
Billing	Bi-weekly
Percentage of personnel turnover	Quarterly
Hours of service performed by post and compensation rate	Monthly
Summary of service performed and compensation rate training (classroom or on the job) completed by (name) hours, substance of training, and personnel	Monthly

License renewal and certificate of insurance conforming with government regulations

Annually

All documentation will be certified by signature as being true and correct.

The bi-weekly billing report should contain the following items: Name of the officer, skill level assigned, billing rate, days, hours per day and locations worked and will be due on Tuesday following the week worked.

Monthly reports will be due no later than the 10<sup>th</sup> day of the following month.

Quarterly reports will be due on August 10<sup>th</sup>, November 10<sup>th</sup> February 10<sup>th</sup> and May 10<sup>th</sup>.

Annual reports will be due on May 10<sup>th</sup>

### **3.10 Security Guards 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 are in conflict with any government regulations, the government regulations shall prevail

### **3.11 Candidate Qualifications & Backgrounds**

The contractor shall consider the following qualifications as indicative of entry level skills necessary to perform services at an adequate and sustained level. Notwithstanding these entry level requirements, experience will be considered as a substitute for baseline entry level requirement based on individuals qualifications. The following qualifications shall be considered acceptable for presentation to the agency:

- Minimum age of 18 years
- High school diploma or equivalent written examination
- Successful completion of a written, validated examination indicative of the candidate's ability to understand and perform the duties to be assigned
- No record of convictions for criminal offenses (State and Federal).
- A valid motor vehicle operator's license (when operation of motor vehicle is required)
- Physical capability to do the job assigned (i.e. First Responder)
- A personal background of employment and personal experience indicative of the candidate's capability and inclination to represent the employers and agency's credibility, and integrity in the performance of a life/safety service to the agency's employees, visitors, and guests. Ability to pass a pre-employment and drug/alcohol screening test
- Criminal history background/including drivers license background. Criminal history background/including drivers license background. Criminal history validation must include Federal and State Records. Applicant fingerprints must be submitted to the West Virginia State Police for validation. A copy of the validation report shall be submitted to the Division when the guard is assigned to the contract. Under no circumstances shall a guard be assigned to this contract without the validation first being submitted to the Division

**Note:** Examinations must meet criteria that fairly measure the knowledge or skills required for the particular job or class of jobs the candidate seeks or that fairly affords the employer a chance to measure the applicant's ability to perform the job or particular class of job. The contractor shall provide the Agency with a list of all contractors' employees on a regular basis who are currently assigned to this contract, potential candidates for assignment to this contract or are temporary assignment to this contract.

The contractor shall conduct a background investigation of each candidate to be presented to the Agency for consideration. The investigation shall include, but not be limited, to five years of employment and neighborhood experience of the candidate. The background investigation will be an adjunct to any "paper and pencil" integrity tests given to the candidate as a matter of the contractor's hiring and personnel screening policies.

The Agency shall accept a contractor manager's certified report that a background investigation was conducted in accordance with the stipulations stated herein and that an impartial adjudication revealed that no derogatory information was disclosed during the investigation that would be harmful to the Agency's interests by assigning the candidate to the contract.

### **3.12 Limited Assignment Personnel Requirements**

Temporary limited assignment of contractor's personnel above and beyond the normal staff of security guards may be required during peak periods such as the legislative session and other special high foot and vehicle traffic events. In any event, no assignment of any individual temporary guard may exceed sixty (60) calendar days. Any individual assigned as a temporary employee must complete the following training:

- *The Security Responsibility Training (2 Hours)*  
The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; report writing and documentation.
- *The Protective Environment (1.5 Hours)*  
Description of Agency's environment; details relating to the function of the life safety and security systems on site; description of the Agency's employee/visitor relationship to be maintained ; history of the Agency's security experience relating to past incidents.
- *Emergency Practices (2 Hours)*  
Identification and discussion of types of emergencies that may occur and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.

### **3.13 Minimum Training Before Assignment**

The contractor is responsible to provide the training set forth below to each candidate before assignment to the agency's service, or provide evidence acceptable to the agency that the candidate by background and experience has an equivalent skill level to that established in the training program. All training and instruction shall be provided at the contractor's expense.

All training must have the advanced approval of the Agency prior to executing any training. Said instructors must have sufficient experience and qualifications as evidenced in their resume which are satisfactory to the Agency. The pre-assignment training will include the following areas, but not to the exclusion of other areas. The

term ***pre-assignment*** shall be interpreted as that training given to a contractor's employee prior to assignment to the agencies' facility.

- *Module 1: The Security Responsibility (2 hours)*

The life/safety responsibility  
 Maintaining effective enforcement  
 Maintaining proper appearance  
 Bearing and appearance  
 Report writing and documentation requirements appropriate to agency's needs

- *Module 2: The Protected Environment (1.5 hours)*

Description of agency's environment  
 Details relating to the functioning of the life safety and security systems on site  
 Description of the agency/employee relationship that must be maintained  
 History of agency's security experience relating to past incidents at multiple locations

- *Module 3: Legal Powers and Limitations (3 hours)*

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  
 The limitations on search and seizure and the agency's requirements in these matters

- *Module 4: Standard Operating Procedures (3 hours)*

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  
 Handling confrontations on agency's premises

- *Module 5: Emergency Practices (2 hours)*

Identification of types of emergency situations that may predictably occur  
 Description of emergency systems including the following:  
 (1) fire detection, (2) fire suppression and evacuation, (3) familiarization with emergency procedure, (4) fire, (5) bomb threat, (6) power failure, (7) vehicle accidents, (8) injury/illness, (9) workplace violence

- *Module 6: Review (1 hour)*

### **3.14 Probationary Period**

The contractor shall assign employees to the Agency's premises with the understanding that for the first 90 calendar days that assignment is considered probationary. During this probationary period the Agency may, at their own discretion, require that the

contractor's employee be removed from the contract. On completion of the probationary period, the agency will request removal of a contractor employee on a cause basis only.

### 3.15 Physical Fitness Testing

Security Guards assigned to this contract are required to pass a physical examination by a licensed Physician **annually**. The examination will include drug and alcohol testing. Guards must be free from any hearing, sight or physical limitations which would prevent performance of duties. All cost for the annual physical examination will be the responsibility of the contractor.

Additionally, all Security Guards must pass a physical fitness test. The physical fitness test will be administered before an officer is qualified to be assigned to this contract's scope of work and annually thereafter. The test will be conducted by the contractor and verification provided to the Agency upon successful completion. If an officer fails the **physical or physical fitness** test in subsequent years, he/she will be required to be retested within 60 days after the date of the failed test. If the officer fails either test for the second time, the officer will be removed from assignment from this contract until such time as the officer can successfully pass the **physical and physical fitness test**. Some requirements may be waived at the discretion of the Agency.

The physical fitness testing standards will require that any potential guard be capable of walking or running a distance of 360 yards in three minutes or less. Must also be capable of ascending six floors of stairs in 2 minutes or less.

#### Physical Abilities

- Capable of heavy lifting (45 pounds minimum)
- Heavy carrying (45 pounds 100 yards minimum)
- Fully extending the arms up to a 90 degree angle from the shoulder
- Capable of walking or standing continuously (minimum of 4 hours)
- Repeated bending at the waist and knees
- Good hearing
- Vision corrected to 20/20

#### Condition of Employment

All potential Security Guards proposed for service under this contract must have a complete background check. The background investigation will include but not be limited to:

- Credit Check
- Confirmation of previous employment
- Verification of references
- Criminal record check
- Drivers license verification

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



### **3.16 On-the-job Training**

During the probationary period of any individual, the contractor shall provide on-the-job training as follows or as specifically appropriate to the substance of services to be delivered. On-the-job training, as interpreted herein, is only conducted under the direct supervision of a qualified security guard (approved by the Agency) who has by practice and experience, a working knowledge of all of the Agencies procedures, and practices appropriate to the life safety and security matters of the site.

The contractor shall provide evidence of the completion of such training, detailing the instruction matters covered and instruction periods in each specific area. The contractor bears the responsibility of coordinating this instruction with the shift supervisor to assure the required protection level is maintained at all times. On-the-job training will be conducted during periods when the trainee is exposed to the maximum learning opportunity as it relates to activity and the ability to participate in active occurrences under the supervision of the senior security guard.

The training will involve the trainee in live performance experience in the areas identified for such time periods as may be deemed reasonable by the instructor for a trainee to learn the complexities of each task. At such time as the assigned training officer advises that the trainee has mastered the requirements of a particular area, a new area of training will be undertaken. In no cases shall the on-the-job training requirement be less than stated above, regardless of the entry-level experience of the trainee. The learning emphasis will be as follows:

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

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

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

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

Proper report writing

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

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

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

- Operation of vehicles
- Operation of radio communication systems
- Console operation practices
- Operation of computerized alarm and access control systems
- Operation of Closed Circuit Television system for monitoring and tracking

**3.17 Skill Level Categories**

The contractor is advised that beyond the status of probationary guard, six distinct levels are recognized as existing in the assignment of contract employees to the Agency's service. A general description of each skill category is provided below in an ascending skill level from least skilled to most skilled. It is the agency's interpretation that probationary security guards must have successfully completed not less than the 12.5 hours of classroom training and the prescribed on-the-job training specified in section 3.1 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 contractor to insure the validation is complete and accurate. At anytime, the Agency may request documentation of the validation process and sample for any individual assigned to the contract.

***Skill Level 1: Probationary Security Guard***

This skill level involves the delivery of services on a specific fixed post. The procedures for accountability, observation and inspection, courteous and efficient deportment, and documentation of activities are the essential skills that must be tailored to the post requirement. The posts are not a location or time where continual contact with the public will occur.

***Skill Level 2: Security Guard II***

This skill level involves a combination of fixed and mobile posts where the opportunity for normal business contact and confrontation experience will be more frequent. On an ascending level of capability, appearance, bearing and demeanor assume more significance because of the increased employee and public contact. A higher degree of technical knowledge is required in reference to the limitations in authority and the enforcement of site regulations and the scope of activities and areas with which the security officer must maintain a working knowledge. This skill level includes basic technical competence to operate technological systems utilizing keyboarding skills, mouse clicks, joy sticks or other technology tools. This skill level includes the ability to document events in written form, the ability to maintain a journal and to complete basic incident reports.

***Skill Level 3: Security Guard III***

This skill level involves a more complete knowledge of all post requirements and as such represents the essential passage of time necessary to gain the basic knowledge of a variety of posts. The technical skill required is representative of the peak of skill capability both in emergency response requirements, the handling of confrontations, and the successful interface of the protective force with agency employees, visitors, and contractors.

***Skill Level 4: Security Guard IV***

This skill level represents the requirement for a complete operational knowledge of the life/safety and security system and the responsibilities and response capabilities of each post in an active status. Beyond the high degree of technical and procedural knowledge is the requirement to exercise disciplined response decisions in directing security guards to meet the various normal and emergency service requirements that will occur.

***Skill Level 5: Sergeant***

This skill level requires a complete and thorough knowledge of the life/safety, security, and administrative system appropriate to the secure maintenance of the agency's site. A capability must exist to make disciplined response decisions in directing security guards to meet the necessities of developing emergency situations. The individual must be capable of executing command decisions that promote and maintain the best interests of the agency at all times. A capability to administer to the demands and necessities of the protective requirements on a given shift, while exercising due regard for individual skill levels and cost-effective staffing assignment, shall be exercised at all times.

***Skill Level 6: Lieutenant/Captain***

This skill level requires tested and proven supervisory capabilities. This person is required to have a working knowledge of all posts for all shifts. They will be required to participate with training, developing, and disciplining subordinates on an assigned shift. This skill level will require a capability to maintain control over performance and costs. This skill level includes the ability to review and if necessary edit documentation of events in written form and the ability to complete more complex reports such as monthly incident matrixes.

**3.18 Performance Evaluation**

The contractor shall be responsible for performing, documenting, and making available to the Agency a performance evaluation of each contract employee, no less than twice annually. The evaluation results must be submitted to the Agency for their review and approval. The substance of this evaluation will include an appraisal of the following areas:

- Appearance, bearing, and demeanor
- Attitude, reliability, and punctuality
- Technical knowledge and skill of performance requirements
- Procedural knowledge of agency requirements
- Leadership capability and potential
- Special areas of competence
- Physical testing reports

### 3.19 On-site Supervisory Responsibilities (for each shift)

The contractor shall appoint a senior security guard who will be responsible to the designated Contract Monitor. 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 skill level 5: Sergeant.

### 3.20 Shift Continuity

The contractor shall insure that adequate resources are deployed for the contractor to coordinate multiple shift operations. When in this mode, security guards will not leave their post until relieved by the corresponding officer posted to the next shift.

### 3.21 Alternate Replacement Personnel

The contractor may, from time to time, identify a need for additional alternate security guards to fulfill a temporary service or relieve for vacations and sickness of permanent personnel. In such instances the contractor 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.

### 3.22 Uniforms

The contractor shall provide and maintain the required uniforms necessary for this contract that will directly represent the image of the Agency. **Uniforms for security guards working any detail for the Division of Protective Services shall be separate and distinct from any other uniform the Contractor utilizes. This uniform is to be utilized solely for Division of Protective Services details.** Badges and other insignia to be worn on the security guards' uniforms will be in accordance with any state law that may apply. Contractor shall supply individual name badges for all guards. **Contractor is required to submit pictures of uniforms with all badges as proposed (including cold weather gear) with the quote.**

Objective:

- To insure that all uniformed employees, while in performance of their duties, dress in a professional manner
- To describe the uniform to be worn
- To describe proper times and manner in which the uniform shall be worn
- To identify the proper footwear to be worn with the uniform
- To regulate placement of uniform insignia
- To recognize appropriate uniform accessories
- To establish maintenance, cleaning and replacement procedures for the uniform
- To identify the standard issue of individual uniforms, uniform accessories and uniform insignia

### 3.23 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.

### 3.23.1 Male and Female Guards

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

### 3.23.2 Male Uniformed Employees

- Hairstyles may be either tapered or block cut, but must be worn in a neat, conservative and professional manner at all times. The hair length shall not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck.
- If an employee desires to wear sideburns, they will be neatly trimmed. The base shall be a clean shaven horizontal line. Sideburns shall not extend downward beyond the lowest part of the exterior ear opening.
- The face shall be neatly shaven, except that an employee may wear a neatly trimmed moustache. The moustache may extend one quarter inch horizontal beyond the corners of the mouth. The moustache shall not exceed over the lips or beyond the corners of the mouth.
- Male uniformed employees are prohibited from wearing earrings while on duty.

### 3.23.3 Female Uniformed Employees

- Hairstyles must be worn in a neat, conservative and professional manner at all times. If short hair is preferred, the length directives for males shall be observed. If medium length or long hair is preferred, the hair shall be worn up in a neat manner and touch the collar but shall not fall below the collar edge. Hair may be worn with "bangs", but they shall not fall over the eyebrows. Hair may be "braided or platted" if the style presents a neat and professional appearance.  
Hair clasps, barrettes, or fasteners must correspond with hair color and must not be conspicuous. Hair nets, ribbons, beads and so forth are prohibited from being worn. Hair color shall be of a conservative shade

and have no unnatural tones of color. Spray on substances, color or glitter are prohibited. False eyelashes are prohibited.

- If worn, cosmetics shall be conservative and professional in appearance, understated rather than overwhelming in application and shall blend in with the natural color of the skin.
- Earrings, shall be of a small post or stud type with only one earring worn in each ear.

### **3.24 General Terms and Conditions:**

By signing and submitting its bid, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

#### **3.24.1 Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

#### **3.24.2 Prohibition Against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

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

#### **3.24.3 Certifications Related to Lobbying:**

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

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

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

**3.24.4 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 the parties to 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 RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

**3.24.5 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 laws.

**3.24.6 Contract Provisions:**

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's bid in response to the RFQ.

**3.24.7 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

**3.24.8 Compliance with Laws and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**3.24.9 Subcontracts/Joint Ventures:**

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

**3.24.10 Term of Contract & Renewals:**

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of three (3) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

**3.24.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty



shall accrue to the Agency in the event this provision is exercised.

**3.24.12 Contract Termination:**

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

**3.24.13 Changes:**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

**3.24.14 Invoices, Progress Payments, & Retainage:**

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

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

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this

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

**3.24.16 Use of Contract by other State Spending Units**

At the individual spending units discretion, other spending units may utilize the services and pricing of this contract to meet the specific needs of their Agency.

**PRS10SEC COST QUOTE**

<u>Estimated Hours</u>	<u>Officer Classification</u>	<u>Hourly Billing Rate</u>	<u>Total Amount</u>
478	Limited Assignment Personnel	\$ _____	\$ _____
570	Probationary Guard	\$ _____	\$ _____
5,700	Security Guard II	\$ _____	\$ _____
5,700	Security Guard III	\$ _____	\$ _____
5,700	Security Guard IV	\$ _____	\$ _____
1,496	Sergeant	\$ _____	\$ _____
357	Lieutenant	\$ _____	\$ _____

Annual Total Estimated Cost for the Scenario \$ \_\_\_\_\_

The actual hours may be different from the amount stated above. It must be clearly understood that the total actual hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual numbers of hours of personnel at the correct professional level to fulfill the needs of the State regardless. **There are no service level guarantee's associated with this contract.**

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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.