



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
SECSVS10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 804-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/30/2010				

BID OPENING DATE: 09/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BLANKET OPEN-END STATEWIDE CONTRACT THE PURCHASING DIVISION IS SOLICITING BIDS FOR SECURITY GUARD SERVICE TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. ATTACHMENTS TO THIS REQUEST FOR QUOTATION: 1. SECSVS10 SPECIFICATIONS 2. SECSVS10 PRICING PAGE 3. PURCHASING AFFIDAVIT 4. VENDOR PREFERENCE CERTIFICATION PREVIOUS ANNUAL USAGE FOR THIS SERVICE IS APPROXIMATELY \$1.2 MILLION. SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.						
0001	1	LS		990-46		
GUARD AND SECURITY SERVICES MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 09/07/2010 AT 10:30AM IN PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON ST.E., CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. 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 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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<p>FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 3</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</p>						

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<p>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> <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) 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 TO 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED</p>						

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<p>THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR SERVICES COVERED BY THIS CONTRACT. THE ORIGINAL ORIGINAL WV-35 SHALL BE SENT TO THE PURCHASING DIVISION ALONG WITH SECURITY GUARD FORM. THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT.</p> <p>NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p>						

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ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
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.						
..... SIGNATURE COMPANY						

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DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 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:				FILE 42		
RFQ. NO.:				SECSVS10		
BID OPENING DATE:				09/23/2010----		

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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 SECSVS10 ***** TOTAL:						

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SECSVS10 Specifications

The State of West Virginia is soliciting bids to establish a statewide contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service of unarmed guards for various buildings and grounds throughout West Virginia. The service could be 24-hours per day, seven (7) days per week, 52 (fifty-two) weeks per year depending on each State Agencies requirements for this service. The resulting contract may be used by all West Virginia State Agencies and political subdivisions within all 55 counties.

Approximately 4000 – 5500 weekly hours are billed for this service. Subject figure is shown for informational purposes and should not be construed as any guarantee of future contract usage.

NOTE: There is no guaranty that the hours requested for each service level will be the hours required for that service level and vendor must provide the actual hours required for each service level.

CONTRACT AWARD: This contract will not be split. The award will be made to the vendor with the low bid meeting mandatory specifications.

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.

Mandatory

Pre-bid Meeting

A mandatory pre-bid meeting shall be conducted on Tuesday, September 7, 2010 at 10:30 A.M. in the Capitol Complex/Purchasing Division (Building 15) conference room located at 2019 Washington Street East, Charleston, WV 25305. All interested bidders must be present in person. Failure to attend the pre-bid meeting conference shall disqualify a bidder from bidding on this contract. No one person can represent more than one bidder.

All terms and conditions in the written specifications which are absolute and require strict compliance and cannot be waived are Mandatory terms are indicated by the use of the terms *shall, will, must, maximum or minimum*

Vendor Qualifications/References:

To qualify to bid on this contract, bidders must have been in business for a minimum of three (3) years, providing similar security guard services.

General Requirements:

Corporate Description – Vendor must have been in business as a company since at least January 1, 2008 and have provided security guard services as described in this RFQ on a general basis. Vendor must submit written proof of corporate tenure, together with client references. Also included should be:

SECSVS10

Specifications

(1) Full name, address, telephone number, fax number, and Federal Tax identification number of the organization. Also, a twenty-four telephone number must be provided.

(2) Date established

(3) Number of full-time employees as of August 1, 2010.

Please provide (3) references for whom you have provided security guard service. These references (and number of years in business) should be for jobs with no less than 3500 – 5000 weekly hours of service. No award shall be made prior to bidder providing such references.

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

Scope of Work

To provide qualified, trained security guards to various Facilities and Divisions of the State. Contractors shall provide the following services including, but not limited to: providing security services for buildings; facilities; grounds; and rights-of-way; for employees and visitors, customers, and vendors; emergency response; access control; technology control station monitoring; patrol, and other related security services. Possibly for 24 hour per day, seven days a week, 52 weeks per year. The requirements set forth in this section pertain to the form and substance in which work shall be administered. The resulting contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties. 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.

In addition to the standard and routine office hours worked per week, there may be any given number of unplanned, special events (Specials) requiring security guards coverage that must be staffed and equipped. Such Specials can involve providing access control or overnight security at sites of special events, facility repairs or construction activity. These Specials can occur anywhere within the State of West Virginia.

In the event the State of West Virginia determines a situation is an emergency, within 24 hours, the Contractor shall be required to provide additional security guards, equal or up to 10 percent of the regular staff within eight hours of request. The Contractor must be able to provide this additional staffing increment at the Agency's request according to the awarded contract.

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

Independent Contractor

The 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

SECSVS10

Specifications

of an independent contractor necessary to perform the function of a commercial guard service at a professional and sustained level of adequate service.

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.

Transitional Staffing

At least 15 days, and not more than 60 days, prior to the expiration or cancellation of this contract, Contractor shall provide the Purchasing Division with a list of all locations utilizing Contractor's security services under this contract and the main contact information for each of the security personnel providing security service on site. Contractor shall also permit government agencies and the winning bidder in subsequent bids to contact the personnel providing security service on site prior to the expiration of this contract to discuss employment with the winning bidder upon expiration of this contract.

Overtime

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

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 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 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

SECSVS10

Specifications

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.

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

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.

Reports

Billing

Percentage of personnel turnover

Hours of service performed by post and compensation rate

Summary of service performed and compensation rate

Frequency

Bi-weekly

Quarterly

Monthly

Monthly

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Specifications

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 10th day of the following month.

Quarterly reports will be due on March 10, June 10, September 10 and December 10.

Annual reports will be due on November 10.

Security Guard Requirements

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

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)
- **Ability to pass a pre-employment and drug/alcohol screening test.**
- **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**

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

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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 (must be dated, signed and notarized) 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. **NOTE:** The Agency reserves the right to obtain copies of background investigation.

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.

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

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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)*

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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.

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

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- 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.

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

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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

Skill Level Categories

The contractor is advised that beyond the status of probationary guard, 4 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 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**

Probationary Security Officer I - shall have completed:

Security Officer Orientation
 Role of the Security Officer
 Report Writing
 Legal Powers and Limitations
 Preventing Discrimination & Harassment
 Emergency Procedures
 Bloodborne Pathogens
 Access Control
 Communications & Public Relations
 Customer Service
 Professionalism & Ethics
 Use of Force
 Work Place Violence

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Site OJT

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

Fire Safety Officer
 Physical Security & Loss Prevention
 Patrol
 Crime Prevention & Response
 Workplace Safety
 Advanced Report Writing
 Preventing Workplace Violence
 Emergency Situations
 Dealing with Aggressive Behavior
 Ready Response

Security Officer III/ Shift Supervisor – shall have completed Security Officer I and II training and the following:

Customer Intimacy
 Time Management
 Basic Investigations
 Cultural Diversity
 Strikes, Pickets, & Crowd Control

Sergeant & Lieutenant / Site Supervisor – shall have completed all Security Officer I, II and III training and the following:

Interpersonal Communications
 Managing Conflict
 Interviewing Witnesses & Suspects
 Teamwork
 Principals of Leadership

NOTE: Before any Security Guard is advanced in rank a report of the training completed shall be provided by the Contractor to the site client contact for written approval.

Performance Evaluation

The State Agency shall be responsible for performing, documenting, and making available to the Contractor a performance evaluation of each contract employee, no less than twice annually. The evaluation results must be submitted to the Contractor 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

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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.

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.

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.

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

Personal Appearance

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

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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.

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.

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.

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- 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.

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.

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 of 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.

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.

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.

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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.

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.

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.

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.

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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.

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.

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.

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.

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.

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

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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.

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.

Bond Requirements:

All bidders 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, cashier's 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.

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

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Pricing Page

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	480	\$	\$
2.	Probationary Guard I	500	\$	\$
3.	Security Guard II	10,000	\$	\$
4.	Security Guard III/Shift Supervisor	6,000	\$	\$
5.	Sergeant	1,000	\$	\$
6.	Lieutenant	200	\$	\$

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

Subject figure is shown for informational purposes and should not be construed as any guarantee of future contract usage.

Vendor Name: _____

Phone: _____ **Fax:** _____

Date: _____

BID BOND PREPARATION INSTRUCTIONS

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

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- Request for Quotation Number (upper right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the Surety

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

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

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

NOW THEREFORE.

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

 (Name of Principal)
 By _____
 (Must be President or Vice President)

 Title

Surety Corporate Seal

(U)

 (Name of Surety)

 Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Agency _____
REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this _____ day of _____, 20____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

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.*