



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

Purchase Order

PURCHASE ORDER NO:
 SECSVS11A

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

ORDER
 *119155646 304-768-1064
 ALLIED BARTON SECURITY SERVICE
 1222 OHIO AVE
 DUNBAR WV 25064

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/26/2011		NET 30		202335618			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
0001	12/31/2011		990-46				
	GUARD AND SECURITY		SERVICES				
CHANGE ORDER #01 TO ADD SECSVS11 SPECIFICATIONS: SEE ATTACHED:							
PREVIOUS PO TOTAL==>				OPEN	END		
PO NET CHANGE (+)==>							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 FEB 10 2011
Beverly Tolson

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Ann Adkins* 304-558-8802
Krista J. Truitt 01/28/11
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END

TOTAL

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.
15. **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>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

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1. PURPOSE:

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.

2. DEFINITIONS:

- a. **Agency** – The term “Agency” as used herein means the State of West Virginia and any agency, quasi agency, or political subdivision of the State of West Virginia receiving services under this contract and may be used interchangeably with the term “State” where appropriate.
- b. **Purchasing** – The term “Purchasing” as used herein means the West Virginia State Purchasing Division.
- c. **State** – The term “State” as used herein means the state of West Virginia and any or all of its agencies, quasi agencies, or political subdivisions and may be used interchangeably with the term “Agency” where appropriate.
- d. **Vendor** – The term “Vendor” as used herein means the lowest responsible bidder that receives that is awarded this contract by Purchasing.

3. MANDATORY TERMS AND CONDITIONS:

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

4. CONTRACT USAGE:

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.**

5. CONTRACT AWARD:

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This contract will be divided into four (4) geographical regions that are defined on the pricing pages. Bidders SHALL indicate on the pricing pages the counties/regions for which you are bidding to supply security guards. The award will be made to the vendor with the low bid meeting mandatory specifications per Region.

6. 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.

7. VENDOR QUALIFICATIONS/REFERENCES:

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

- a. Must have been in an operating business entity since January 1, 2008
- b. Must have provided security services as described herein since January 1, 2008
- c. Must provide a statement of the total number of years the bidding entity has been provided security services.
- d. Must provide (2) references for whom the bidding entity has provided security services in each Region being bid.
- e. Must submit the following information to Purchasing prior to contract award
 - i. Full legal name of the bidding entity
 - ii. The date the business entity was established
 - iii. Telephone and fax numbers of the bidding entity
 - iv. A telephone number where personnel of the bidding entity can be reached 24 hours a day.
 - v. FEIN or Social Security number of the bidding entity
 - vi. Number of full-time employees as of August 1, 2010.

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

8. SCOPE OF WORK:

General: Vendor shall provide qualified, trained security guards to various facilities and agency locations of the State. Vendor 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. The service requirements vary by location, but could possibly be for 24 hours per day, seven days a week, 52 weeks per year.

Special Staffing: In addition to the standard and routine office hours worked by Vendor's security guards per week, Vendor must provide security guard coverage for any given number

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of unplanned, special events ("Specials"). Such Specials can involve providing access control or overnight security at sites of special events, facility repairs, or construction activity. These Specials can occur anywhere within the State of West Virginia.

Emergency Staffing: In the event the Agency determines that a situation is an emergency, the Agency may request additional security guard coverage equal to 10 percent or less of the regular security guard coverage and Vendor shall provide the additional security guard coverage requested within eight hours of the request.

Security Guard Locations: Security 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 Vendor and its agents shall offer services to the Agency as an independent contractor and shall accept the requirements of these specifications as the requirements necessary to perform the function of a commercial guard service at a professional and sustained level of adequate service.

Contract Use by Other Entities: The resulting contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties of West Virginia.

9. TURNOVER CONTROL:

The Vendor 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 Vendor shall make all reasonable efforts to minimize attrition among trained qualified security guards. Turnover in the total number of security guards provided to the State shall not exceed 25% per annum or 30% in one quarter. Should turnover exceed these limitations the Vendor shall, at their own expense, provide all training previously provided as necessary to ensure that the replacing security guards possess a level of skill equal to the security guards who have terminated service.

10. TRANSITIONAL REPORTING AND STAFF CONTACT:

At least 15 days, and not more than 60 days, prior to the expiration or cancellation of this contract, Vendor shall provide Purchasing with a list of all locations utilizing Vendor's security services under this contract. Vendor shall also provide contact information for each of the security personnel providing security service to any Agency. Vendor shall permit Agencies, the State, and the winning bidder in subsequent bids of similar security contracts to contact the Vendor's personnel prior to the expiration of this contract to discuss future employment with the winning bidder.

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11. REPLACEMENT OF EQUIPMENT PROVISIONS:

The Agency may from time to time, make equipment available for the use by the security guards in the performance of the contracted services. The Vendor 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 Vendor as having occurred as a result of normal use or wear.

12. REPORTING REQUIREMENTS:

Reporting & Documentation of Incidents: The Vendor or his designee shall be responsible for providing both a written and oral report of any incident that occurs on any shift 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:

- a. 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.
- b. Any criminal or civil charges brought against the Vendor or its personnel as it may relate to the contracted service
- c. Any apparent trespass of the Agency's property
- d. Any verbal or physical confrontation resulting between a contract employee and an Agency employee or guests or visitors on the campus
- e. Any performance failure of the Vendor
- f. Any federal, state, or county regulatory requirement in which the Vendor is in noncompliance
- g. Any equipment or system failure associated with the performance of the contracted service
- h. 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
- i. Any incident in which procedures governing the safe and orderly operation of the site are violated

General Reporting Requirements: The Vendor shall provide to the Agency written reports as identified in substance and frequency set forth below. These reporting requirements shall not be considered exclusive, and the Agency may, at its discretion, identify and request other information relating to the contracted service. All documentation submitted under this subsection will be certified by signature as being true and correct.

- a. **Required Reports, Report Contents, and Due Dates:**
 - i. **Billing report:** Vendor shall submit a Billing report to each Agency receiving services under this contract and should contain the following items: Name of the

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officer, skill level assigned, billing rate, days, hours per day and locations worked, and a total amount due and payable. The Billing report will be due on Tuesdays on a bi-weekly basis (every other Tuesday).

- ii. **Personnel Turnover Report:** Vendor shall submit a Personnel Turnover report to each Agency receiving services under this contract quarterly on March 10, June 10, September 10, and December 10 of each year. The Personnel Turnover report shall contain the percentage of turnover the vendor experienced in its security guard services provided to the Agency for each month of the quarter and for the entire quarterly period.
- iii. **Summary of Service Report:** Vendor shall provide an Hours of Service report to each Agency receiving services under this contract on the 10th day of each month. The Hours of Service report shall include a listing of the hours of service performed by post, a summary of the service provided, and the compensation rate paid.
- iv. **Training report:** Vendor shall provide the Training report to each Agency receiving services under this contract on the 10th day of each month. The training report should contain the following items: Name of the individuals completing the training, designation of classroom or on the job training, number of hours trained, and training topics covered.
- v. **Proof of License Renewal and Insurance:** Vendor shall provide proof that all applicable licenses and insurance have been renewed to each Agency receiving services under this contract. Such proof shall be provided in a form acceptable to each Agency on November 10 of each year.

Compliance and Noncompliance Reporting: The requirements set forth in this document pertain to the form and substance in which work shall be administered. The successful Vendor shall adhere to these requirements and shall notify the Agency of any noncompliance prior to occurrence if possible, but no later than five business days after occurrence.

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

13. 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 Minimum Qualifications: Each candidate Vendor considers for performance of this contract shall have the minimum qualifications listed below prior to beginning the training process. Experience may be considered as a substitute for certain minimum qualifications when appropriate.

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

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- i. Be 18 years of age or older
- ii. Have a high school diploma or equivalent written examination
- iii. Have a valid motor vehicle operator's license (when operation of motor vehicle is required)
- iv. Pass a background check as outlined below
- v. Pass a physical examination and drug test as outlined below
- vi. Pass a physical fitness test as outlined below
- vii. Complete the required training as outlined below
- viii. Pass a written, validated examination developed by the Vendor that is indicative of the candidate's ability to understand and perform the duties to be assigned.
 1. 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.

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

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

All security guards submitted by Vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal) and must have a credit report acceptable to the Agency. A copy of the finger print validation report shall be submitted to the Agency when the security guard is assigned to the contract. Under no circumstances shall a guard be assigned to this contract without the fingerprint validation report first being submitted to the Agency.

The Vendor shall present the results of the background check to the Agency for consideration prior to assigning any security guard to perform under this contract. The Agency may accept a Vendor's manager's certified report (must be dated, signed and notarized) that a background investigation was conducted in accordance with the stipulations stated herein and that an impartial review revealed that no information was discovered during the investigation that would be harmful to the Agency's interests by assigning the candidate to the contract. The Agency reserves the right to obtain copies of background investigations.

Physical Examination, Drug Test, and Physical Fitness Testing:

- a. **Physical Examination:** Security guards assigned to this contract must pass a physical examination by a licensed Physician prior to being assigned to perform under this contract and **annually** thereafter. Guards are deemed to have passed the physical

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examination if the guard is found to be free from any hearing, sight or physical limitations which would prevent performance of duties. A security guard will be deemed to have a sight limitation if the security guard's vision is not corrected to 20/20 or better. All cost for the annual physical examination will be the responsibility of the Vendor.

- b. **Drug Testing:** Security Guards assigned to this contract must pass a drug test prior to being assigned to perform under this contract and **annually** thereafter. A guard is deemed to have passed the drug test if the guard is found to be free of all illegal and performance impairing substances (including alcohol). Random drug testing can be requested by the Agency and paid for by the Agency.
- c. **Physical Fitness Testing:** Security Guards assigned to this contract must pass a physical fitness test prior to being assigned to perform under this contract and **annually** thereafter. The test will be conducted by the Vendor and verification provided to the Agency upon successful completion.

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

- i. Walking or running a distance of 360 yards in three minutes or less,
 - ii. Ascending six floors of stairs in 2 minutes or less.
 - iii. Heavy lifting (45 pounds minimum)
 - iv. Heavy carrying (45 pounds 100 yards minimum)
 - v. Fully extending arms up to a 90 degree angle from the shoulder
 - vi. Capable of walking or standing continuously (minimum of 4 hours)
 - vii. Repeated bending at the waist and knees
- d. **Testing Failure:** If a potential security guard fails the physical examination, drug testing or physical fitness testing, the guard shall not be employed to perform services under this contract. If a security guard already employed to provide services under this contract fails the physical examination or physical fitness testing in subsequent years, the guard will be required to be retested within 60 days after the date of the failed test. If the guard fails either test for the second time, the guard will be removed from assignment from this contract until such time as the guard can successfully pass the physical examination and physical fitness test. If a security guard already employed to provide services under this contract fails the drug testing, Vendor shall immediately remove the security guard from service under this contract. Some requirements may be waived at the discretion of the Agency.

Minimum Training Before Assignment: The Vendor must provide the training set forth below to each security guard before assignment to the Agency's service under this contract, or provide evidence acceptable to the Agency that the security guard has an equivalent skill level to that established in the training program. All training and instruction shall be provided at the Vendor's expense.

All training modules must have the advanced approval of the Agency and instructors must have the experience and qualifications, satisfactory to the Agency, necessary to provide instruction.

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The required pre-assignment training includes the six modules listed below, but Agency, at its sole discretion, reserves the right to require additional training if it deems such additional training necessary.

- a. **Module 1: The Security Responsibility (2 hours)** The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; and report writing and documentation.
- b. **Module 2: The Protected Environment (1.5 hours)** The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.
- c. **Module 3: Legal Powers and Limitations (3 hours)** This module shall include a discussion of the philosophy of prevention versus apprehension; the concept of timely intervention in a developing situation; the limitations of arrest powers and the agency's requirements in these matters; the use of force and the need to establish ability, opportunity, and jeopardy to self and others; and the limitations on search and seizure and the Agency's requirements in these matters
- d. **Module 4: Standard Operating Procedures (3 hours)** This module shall include a description of entry-level job responsibilities pertaining to assignment to Agency's premises; basic administrative practices of the Agency; familiarization with Agency procedures and documentation practices; identification of the Agency's access-control and alarm systems; and handling confrontations on Agency's premises.
- e. **Module 5: Emergency Practices (2 hours)** This module shall include identification and discussion of types of emergencies that may occur and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.
- f. **Module 6: Review (1 hour)**

Minimum Training for Limited Assignment: Temporary limited assignment of Vendor's personnel above and beyond the normal staff of security guards may be required during peak periods such as the legislative session 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 three training modules prior to providing temporary service under this contract.

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

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- b. **Module 2: The Protected Environment (1.5 hours)** The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.
- c. **Module 5: Emergency Practices (2 hours)** This module shall include identification and discussion of types of emergencies that may occur and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.

14. Probationary Period:

Probationary Period Defined: The Vendor shall assign employees to the Agency's premises with the understanding that for the first 90 calendar days (for all skill level categories) that assignment is considered probationary. During this probationary period the Agency may, at their own discretion, require that the Vendor's employee be removed from the contract. On completion of the probationary period, the Agency will request removal of a Vendor employee for cause only. NOTE: On completion of the probationary period, the classification/skill level of security guard will remain unaltered.

On-the-job Training: During the probationary period of any individual, the Vendor shall provide on-the-job training as outlined in the modules below, but may also include other matters as Vendor or Agency deem appropriate. On-the-job training may only be conducted under the direct supervision of a qualified security guard (approved by the Agency) who has by practice and experience, a working knowledge of all of the Agencies practices and procedures relating to the safety and security matters of the site.

The Vendor shall provide evidence of the completion of such training, detailing the instruction matters covered and instruction periods in each specific area. The Vendor 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 security guard 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

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- Hazard identification: initial action and reporting
- Identification systems
- Package screening procedures
- Agency/Vendor 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

15. Certification of Qualification:

A letter or copy of an affidavit shall be provided to the Agency from each security guard assigned to the contract certifying under the penalty of false swearing, that the security 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.

16. Skill Level Categories

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The Vendor is advised that beyond the status of probationary guard, security guards assigned to the Agency under this contract may qualify for four distinct skill levels. A general description of each skill level is provided below in an ascending skill level from least skilled to most skilled. A probationary security guard must have successfully completed not less than 12.5 hours of classroom training and the prescribed on-the-job training to be considered qualified to fill the least-skilled category. Differential requirements of each skill level must be validated before a guard is assigned to work at that skill level. It is the requirement of the Vendor to insure the validation is complete and accurate. At anytime, the Agency may request and Vendor shall provide documentation to verify that an individual meets the qualifications of a particular skill level.

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

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

If the vendor is unable to provide a security guard at the requested skill level, the vendor shall supply a security guard with a higher skill level at the original requested skill level hourly billing rate. Providing a security guard with a lower skill level than that requested is not permitted.

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

Security Guard Skill Levels:

- a. **Probationary Security Officer I** - shall have completed:
 - i. Security Officer Orientation
 - ii. Role of the Security Officer
 - iii. Report Writing
 - iv. Legal Powers and Limitations
 - v. Preventing Discrimination & Harassment
 - vi. Emergency Procedures
 - vii. Bloodborne Pathogens
 - viii. Access Control
 - ix. Communications & Public Relations
 - x. Customer Service
 - xi. Professionalism & Ethics
 - xii. Use of Force
 - xiii. Work Place Violence
 - xiv. Site OJT

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- b. **Security Officer II** - shall have completed Security Officer I training and the following:
 - i. Fire Safety Officer
 - ii. Physical Security & Loss Prevention
 - iii. Patrol
 - iv. Crime Prevention & Response
 - v. Workplace Safety
 - vi. Advanced Report Writing
 - vii. Preventing Workplace Violence
 - viii. Emergency Situations
 - ix. Dealing with Aggressive Behavior
 - x. Ready Response

- c. **Security Officer III/ Shift Supervisor** – shall have completed Security Officer I and II training and the following:
 - i. Customer Relations
 - ii. Time Management
 - iii. Basic Investigations
 - iv. Cultural Diversity
 - v. Strikes, Pickets, & Crowd Control

- d. **Sergeant & Lieutenant IV/ Site Supervisor** – shall have completed all Security Officer I, II and III training and the following:
 - i. Interpersonal Communications
 - ii. Managing Conflict
 - iii. Interviewing Witnesses & Suspects
 - iv. Teamwork
 - v. Principals of Leadership

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

17. Performance Evaluation (Joint Evaluation)

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

- a. Appearance, bearing, and demeanor
- b. Attitude, reliability, and punctuality
- c. Technical knowledge and skill of performance requirements
- d. Procedural knowledge of Agency requirements
- e. Leadership capability and potential
- f. Special areas of competence

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g. Physical testing reports (Vendor Report Only)

18. On-site Supervisory Responsibilities (for each shift)

The Vendor shall appoint a senior security guard who will be responsible for supervisory duties. 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 have a minimum skill level of Sergeant & Lieutenant IV/ Site Supervisor.

19. Shift Continuity

The Vendor shall insure that adequate resources are available for the Vendor to coordinate multiple shift operations. Security guards will not leave their post until relieved by the corresponding officer posted to the next shift.

20. Alternate Replacement Personnel

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

21. Uniforms

The Vendor 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 Vendor 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. Vendor shall supply individual name badges for all guards. **Vendor is required to submit pictures of uniforms with all badges as proposed (including cold weather gear) with the bid.**

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

a. Male and Female Employees

- i. Body piercing (with the exception of ear rings for female employees) which is visible anytime while on duty and/or in uniform is prohibited.
- ii. Necklaces may be worn but shall not be visible
- iii. A bracelet may be worn only if it contains medical information concerning the member and does not create a safety hazard
- iv. 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.
- v. No personal items shall be visible from the uniform pockets except appropriate writing pens.
- vi. 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.
- vii. The bulk of hair shall not be excessive to the extent that it hinders the wearing of appropriate headgear.
- viii. Hairstyles that may be considered "fads" or "special hairstyles" or "designs" are prohibited. Hairstyles may not hinder the correct wearing of the hat.

b. Male Uniformed Employees

- i. 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.
- ii. 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.
- iii. 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.
- iv. Male uniformed employees are prohibited from wearing earrings while on duty.

c. Female Uniformed Employees

- i. 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

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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.

- ii. 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.

23. 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.

- a. Failure to comply with wage and hour regulations
- b. Failure to comply with pre-employment qualifications and investigations regarding applicants.
- c. Failure to report an incident
- d. Failure to comply with federal, state, and county regulatory requirements
- e. Failure to perform services for any reason

24. 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.

25. 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.

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26. 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.

27. 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.

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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.

28. 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.

29. 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.

30. 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.

31. 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 including wage and labor laws.

32. Payment of Taxes:

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 hereto shall be borne by the

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Vendor. 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.

33. 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.

34. 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.

35. 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 for any reason or no reason with thirty (30) days prior notice to Vendor.

36. 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.

37. Record Retention (Access & Confidentiality):

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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.

38. 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 in the same amount. 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.

39. Insurance Requirements:

The Vendor 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:

- a. Worker's Compensation in accordance with applicable federal and state laws.
- b. Employers Liability and Occupational Disease Liability.
- c. Commercial general liability insurance including but not limited to Vendor'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.
- d. False Arrest Insurance for false arrest, false imprisonment, libel, slander, invasion of privacy in the amount of \$5,000,000 per incident

40. 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.

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

Purchase Order

PURCHASE ORDER NO.
 SECSVS11A

PAGE

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*119155646 304-768-1064
 ALLIED BARTON SECURITY SERVICE
 1222 OHIO AVE
 DUNBAR WV 25064

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/26/2011		NET 30		202335618			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UCP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SECSVS11A							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		990-46		GUARD AND SECURITY SERVICES		_____	_____
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE