


<b>Purchase Change Request</b>					Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> MU19SECURITY		
FY 22	Buyer MW	Date 01/26/2022	Account		P.O. Date 01/25/2019		Contract MU19SECURITY		
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement				<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error					<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
Vendor Name, Address, Phone #, etc. A1 SECURITY LLC PO BOX 607 BARBOURSVILLE, WV 25504  Ph# 304-962-2818      Fax			Vendor Code <b>205248578</b>  FEIN# 20-5248578		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100				
Item#	Quantity	Description of Change				Unit Price	Extended Price		
		<p style="text-align: center;"><b>Change Order # 4</b></p> <p style="text-align: center;">SECURITY SERVICES</p> <p>To renew the contract accordingly to all terms, conditions, prices, and specifications contained in the original contract, including all authorized change orders, subject to the following addition.</p> <p>Effective Date: January 01, 2022 – December 31, 2022</p>							
Reason for Change: <b>Contract Renewal</b>						Previous Total      \$ <u>Open End</u>			
						Increase      \$ _____			
						Decrease      \$ _____			
						New Total      \$ <u>Open End</u>			

Approved:

Authorized Signature

*Michelle Wheeler*

Date

*1/26/2022*

N/A

Attorney General if required

Date

**Pricing**

#	Current Position Title	Public Safety	Graduate College	Housing	JCESOM	Future Departments
1	Security Officer & Rovers	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
2	Lieutenant	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
3	Site Supervisor (Captain)	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
4	Parking Enforcement Officer	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
5	Parking Enforcement Supervisor	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
6	Premium Rate Security Officer	\$19.25	\$19.25	\$19.25	\$19.25	\$19.25
7	Premium Rate Supervisor	\$19.63	\$19.63	\$19.63	\$19.63	\$19.63

## **Vendor Contact Information**

**Joshua Adams**

Site Supervisor

(304) 617-7371

**David Clay**

Area Supervisor

(304) 617-7829

[Lt.clay@yahoo.com](mailto:Lt.clay@yahoo.com)



A1 Security LLC  
6449 Farmdale Rd, Barboursville, WV 25504

304-955-9081  
PO Box 607

304-381-0036 Fax  
304-840-5434 Cell

August 26, 2021

**TO WHOM IT MAY CONCERN:**

A1 Security has requested a \$2.00 increase in hourly wages across the board for all employees. In our previous letter, we explained the increase as a wage of \$1.25 per hour per employee and \$.75 per hour per employee for the company. A1 Security has been having difficulty with employees at the rate of \$8.75 per hour for more than a year of our current contract with Marshall University. We requested an increase earlier in the year and were denied at which time we were struggling to find employees willing to work at \$8.75 per hour. The economy of this country is in a massive exit as the government has provided employees with an incentive to leave their jobs, stay at home and make more money unemployed than those employees who remained on the job at this low rate of pay. Small businesses are struggling to meet their obligations and A1 is no exception to this rule. We purpose to bring all employees under the Marshall contract to a minimum of \$10.00 with supervisors making a slightly higher hourly rate.

\$.75 per hour was designated as company increase not a profit increase. This increase will assist A1 in paying for workmen's compensation, unemployment benefits, FICA, SSN, etc. The profit margin for A1 is far below the prevailing wages currently being paid to employees. A current employee making \$10.00 per hour will net \$5.24 per hour and an employee making \$8.75 per hour will net \$4.07 per hour. Most of the employees working for A1 Security are below poverty level and qualify for assistance from the government. In order to continue to provide Marshall University with security at a competitive hourly wage we must be able to give our employees a raise to offset their livelihood. In this tri-state area, the food industry is offering sign on bonus, driving bonus, or just plain work for us and we'll give you \$1000.00. With a state contract A1 does not have the ability to work deals with potential employees, we must offer what we are permitted to give, that is the increase reasoning for our company.

We respectfully request this increase for our employees so that we may continue our obligation to Marshall University.

Wallace W. Adkins

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## **I GENERAL INFORMATION**

### **I.1 Purpose and Intent**

The Governing Board, on behalf of Marshall University, is soliciting proposals to establish a Security Service Contract for Marshall University Properties with vendors that has an established presence in West Virginia.

The parties agree that an important factor in reaching the above objectives is the development of a working environment where all parties are involved in the decision making process. Both Marshall University Management and Vendor employees are committed to co-operating positively to implement work practices that are flexible and meet the requirements of all parties.

### **I.2 University Background**

Marshall University consists of two main campuses with multiple regional sites with enrollment of approximately 14,000 students, including 4,000 graduate and medical students. The University offers 2 Associate Programs, 57 Baccalaureate Programs and 52 Master's Programs and a number of other Graduate Certification Programs. The total population of the Marshall University campuses including students, faculty and staff is approximately 16,000. Data is available on the Marshall University Quick Facts Link at <https://www.marshall.edu/home/quick-facts>

### **I.3 Project Description**

Marshall University is seeking a one (1) year contract with four optional annual renewals for Security Services for various division/departments of Marshall University including but not limited to Parking Office, Graduate College, Housing and Residence Life, and Joan C. Edwards School of Medicine. Other departments may use the services at their discretion.

### **I.4 Information for Bidders**

#### **I.4.1 Inquiries**

All inquiries and proposal submission must be sent to:

Harold Sanders, Contract Specialist  
Marshall University Office of Purchasing  
Old Main, Room 125  
One John Marshall Drive  
Huntington, WV 25755-4100  
Email: [purchasing@marshall.edu](mailto:purchasing@marshall.edu)  
Telephone: (304) 696-2822  
Fax: (304) 696-3333

E-mail correspondence must include "MU19SECURITY" in the subject field.

Bidders shall not make direct or indirect contact with anyone outside the Office of Purchasing to discuss or request information about any aspect of the procurement including the RFP or its associated evaluation process, except as authorized in the RFP. Violation of this clause will result in proposal/bid disqualification.

## I.5 Proposal Submission

All proposals must be uploaded through the Bonfire portal and one (1) physical copy sent to the Office of Purchasing by proposal opening date and time.

## I.6 Proposal Timetable

The tentative timetable for the process is:

RFP Release Date:	November 20, 2018, Tuesday
Deadline for Vendor Questions:	November 27, 2018, Tuesday
Release for Addendum: (Response to Vendor Questions):	December 5, 2018, Wednesday
Technical Proposals Opening Date and Time:	December 13, 2018, Thursday
Cost Opening Date and Time:	TBD

## I.7 Proposal Responses

### I.7.1 Vendor's Proposal Format:

The information below outlines the format the bidder should follow in arranging the proposal. The proposal. The proposal should be formatted in the same order and provide the information listed below. This part of the RFP specifies the information that should be included and describes the criteria that the evaluation committee will use in comparing bidder proposals and awarding points.

Bidders are required to submit two separate proposals, described below, in response to this RFP:

- Written technical proposals
- Required forms
- Cost proposal

### I.7.2 Written Technical Proposal

Title Page: The bidder's Technical Proposal must have a title page with the following information:

- RFP Subject and number
- Vendor's name
- Vendor's business address
- Vendor's telephone number
- Name of authorized contact person to speak on behalf of the Vendor
- Contact name for proposal clarification
- Date
- Signature

Table of Contents: The proposal should have a table of contents that clearly identifies the materials by section and page number.

#### Proposal Response Preparation

In preparing a response, the bidder should first restate the specification, and then should include the bidder's response. The vendor should use different formats and/or fonts (or some other technique) to clearly differentiate the RFP specifications from the vendor response.

Bidders are discouraged from submitting advertising literature, unless they contain information directly related to the proposal response and there is a specific reference in the response to the page number (s) where relevant sections are found. Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's capability to satisfy the RFP requirements. Special binds, color displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

The written technical proposal should be submitted into the Bonfire portal and the cost into the cost proposal table, organized with the component information provided and under the appropriate tabs. Bidders are encouraged to include page footers or headers.

Any specification or statement containing the word must, shall or will are mandatory. The vendor is required to meet the intent of the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification.

It is important for all references to be clear and accurate. While the evaluation committee wants to review all appropriate vendor information, it is not the committee's responsibility to find information not clearly referenced, or to search through all bidder materials to find answers and/or information.

If the information included in your response applies to more than one question, you may either provide the information multiple times OR you may include the information in an appendix with CLEAR and ACCURATE references in the proposal to the location of the information in the appendix. Any additional documentation, elaboration or supplemental information, which the Respondent wishes to submit in support of the proposal. Please include any curriculum or other materials. Please itemize all exhibits.

### **I.7.3 Documents and Required forms**

Agreement Addendum Form MU-96

Purchasing Affidavit

Resident Vendor Preference Certificate, if applicable

#### **Requirements for Awarded Vendor**

The vendor's bond or public liability insurance policy in the amount of not less than two hundred fifty thousand dollars (\$250,000) to cover the actions of the Security Officers must be included. A copy of this bond or policy must be provided to the University before award of contract.

Insurance - Contractor shall furnish to the University a Certificate of Insurance stating that there is insurance presently in effect for Contractor. Certificate of Insurance will also name Marshall University, its officers, agents and employees as additional insured endorsement, but only insofar as the operations under this contract are concerned. This additional insured endorsement is required for General Liability and Automobile Liability.

The insurer will not cancel the insurance coverage without 30 days' prior written notice to University; policies shall include a waiver of subrogation but only insofar as the operations under this contract are concerned. This waiver is required for Workers' Compensation.

Contractor's policy is primary insurance of any other insurance available to the University with respect to any claim arising out of this contract; Contractor's insurance applies separately to each insured against whom claim is made or suit is brought; University will not be responsible for any premiums or assessments on the policy. Contractor agrees that the insurance herein provided for shall be in effect at all times specified during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide a new Certificate of Insurance and appropriate endorsements evidencing insurance coverage as provided for herein at least thirty (30) days prior to said expiration date. New certificates of insurance are subject to the approval of University, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, University may, in addition to any other remedies it may have, withhold payments and terminate this contract upon the occurrence of such event. Contractor agrees to furnish, on request, an original copy of each insurance policy complete with endorsements specifying the required coverage and terms.

#### **1.7.4 Cost Proposal Format:**

Include all services that you anticipate making available to the University with the associated fees, and how the fees are assessed.

Cost information must be included in the Bidder's Cost Proposal and NOT included in the written technical proposal. Inclusion of cost information or any reference to pricing in the written technical proposal may result in disqualification of the bidder's proposal from further consideration.

For evaluation purposes, the cost points will be calculated as shown in the following formula for all bidders who attain the minimum acceptable score. The costs will be inserted in a computation.

Each cost proposal will be evaluated by use of the following formula:

$$\frac{\text{Lowest price of all Proposals}}{\text{Price of Proposal Being evaluated}} \times 30 = \text{Price Score}$$

#### **Costs Sheet (Bidder Table)**

ALL costs associated with this procurement must be listed in the Bid Table. The cost tables are to demonstrate the straight purchase costs stated in firm dollar amounts. Phrases such as "plus expenses" or "costs to be determined" may be deemed as non-responsive.

All costs must be identified. The bidder will provide, at no additional charge to the University, any item or service proposed by the bidder for which a cost is not identified in the cost proposal. If the bid table does not include all items necessary for the bidder's response, it is the bidder's responsibility to itemize these costs under "Other Fees" found in the Bid Table. The bidder must ensure that all costs associated with the bid response are indicated in the Cost Sheet section.

The awarded vendor agrees to provide pricing to the University and its participating entities that reflects the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The

awarded vendor agrees to lower the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost.

### **I.7.5 Proposal Award**

The total technical score will be added to the total cost score to determine the apparent successful bidder. Marshall University reserves the right to make a split award based upon divisions/departments if to do so is in the best interests of the University.

### **I.7.6 Proposal Evaluation Criteria**

The following weights will be used to evaluate the proposal:

20% - Organizational Experience

20% - Flexibility/Adaptability

20% - Plan of Operation

10% - Employment Screening

30% - Cost

Total Technical = 70

Grand Total = 100

## **II SCOPE OF REQUEST FOR PROPOSALS**

Adequately and thoroughly address the Proposer's ability to meet each of the evaluation criteria.

### **II.1 Organizational Experience**

- A. Provide an organization chart describing the company structure and chain of command.
- B. Provide a copy of the resume for all key staff involved directly or indirectly including officers, administrator, consultants and supervisors.
- C. Provide references from former job sites of similar size as Marshall University.
- D. Provide references for the key staff, lead project manager and any sub-consultants, including the name, address and telephone number of at least 3 but no more than 6 recent clients (preferably other Universities and Hospitals).
- E. Provide list of current and past contracts of similar size over the past five years
- F. Provide list of lost contracts with explanation.
- G. Describe reports your company provides and include samples of the reports with your proposal.
- H. List any litigation, including respondent or any principal officers thereof, in connection with any contract for the last ten (10) years.
- I. Describe Company's campus and medical facility experience in similar and like size environment as Marshall University.
- J. Provide proof of Financial Stability. This information may be marked as "confidential" and mailed to the University and received by the date and time of proposal opening.
- K. Licensing - The vendor is licensed to perform security services within the State of West Virginia. A copy of the vendor's license or its number shall be included.

### **II.2 Flexibility/Adaptability**

- A. Provide your company's location and distance from the university.
- B. Provide your company's emergency response times in emergencies.

- C. Describe your ability to supply additional coverage on short notice in emergency situations.
- D. Describe your ability to provide adequate staff.
- E. Describe your company's procedures and response time for handling client complaints.
- F. Describe your service to non- or limited-English speaking persons. Proposals should address how to communicate with non- or limited-English speaking clients. Bi-lingual JCESOM staff will be provided in most building locations during hours of duty.
- G. Describe any new processes/procedures that could benefit the University. Sites should be adequately staffed with guards and supervisors to provide a safe working environment for all employees and safe areas for clients and the general public that are served throughout all department locations. Respondents may propose the use of appropriate technology and devise creative deployment schemes for use of personnel that includes built-in efficiencies of staffing and costs over the life of this contract.
- H. Proposals should include information on interactions with clients with limited mobility or different access needs

### **II.3 Plan of Operation**

At a minimum, the plan of operation shall include the following information:

- A. List key personnel and job descriptions of tentative contracted positions with MU.
- B. Describe exact procedures for promptly providing supervision to the University's jobsites
- C. Describe how the Company will promptly respond to instances in which staff do not report to work. Describe your ability to provide a replacement Security Officer within one hour of notification of the failure to appear of its assigned Security Officer and to provide coverage until the officer arrives. Describe who will be responsible for covering all shifts left open when a guard fails to report to work? A mechanism for securing speedy last minute coverage must be in place. What employee will cover the desk until a replacement can be found?
- D. Provide a local telephone number and the ability to respond to after-hours phone calls within fifteen minutes of placing call.
- E. Describe how your Company performs background investigations on all Security Officers in compliance with the requirements set forth for each Division/Department. State your agreement to provide the University with written documentation attesting to the successful completion of the background investigation by the Security Officer.
- F. Describe your plan for adequate training of all officers covering all topics as indicated per Division/Department.
- G. State your agreement to allow Department personnel to provide daily training and supervision to the Security Officers. This does not circumvent the right of the vendor to enforce its policies, procedures, rules or regulations.
- H. Provide a tentative timeline for implementation of services. Include Displaced Worker Protection in the implementation plan.
- I. Provide photographs of uniforms

### **II.4 Employment Screening**

- A. Describe Company's Employee Background Investigation procedures
- B. Describe Company's Quality of Service Preparation.
- C. Describe Company's Recruitment, Hiring and Training Procedures and Plan. Describe in detail how new and replacement personnel will be recruited, hired, and trained per the requirements outlined

in this RFP. Include a plan for retaining a stable, qualified workforce. Provide sample application form, along with any additional forms used to document each step of the application process. Attach guidelines that will be required for all employees and method by which adherence will be ensured for professional standards of conduct (including interviewing, testing, physical examinations, drug testing, background investigations, reference checks, DMV record checks, employment verification, psychological testing, and polygraph).

D. Describe Company's Retention History

### **III SCOPE OF WORK**

The main positions for this contract are the Security Officer and a Roving Supervisor or Supervisors for the Residence Halls, MUGC (Located in South Charleston, WV), Parking Enforcement Officer, and School of Medicine.

All Security Guards will be employees of the Contractor. The Contractor shall be responsible for the hiring, training, equipping, supervising, directing, and discharging of the Security Guards. The Contractor shall be responsible for the payment of all Federal, State, and local taxes and overtime wages. Wages and benefits shall be adequate to provide a stable, well-trained, and professional security workforce; and adhere to all local regulations, including the Minimum Compensation Ordinance and the Health Care Accountability Ordinance.

The vendor agrees to assume responsibility for all taxes, unemployment insurance premiums, license fees, Workers Compensation insurance premiums and other personnel fees for its Security Officers. The Contractor will assume all costs including personnel salaries, transportation and any other expenses for the training of employees. No charges are to be made for training.

The Contractor is expected to conduct a comprehensive recruitment, screening, and selection process before assignment of any individual. This process must be documented and the complete documentation on any Security Officer, Supervisor, or other employee assigned must be available for review by Marshall University Divisions/Departments upon request. All applicable governmental laws and regulations must be adhered to during the recruiting and hiring process. Persons with the following will not be acceptable as Security Guards for this contract:

- Felony or serious misdemeanor conviction(s) during the last five years.
- Persons presently on probation or parole.

For the purpose of this agreement all wage rates have been expressed as hourly rates of pay. This means that the wage rates outlined herein are inclusive of all allowances, penalties and loading previously provided under the award, and are payable for all hours worked except where expressly provided otherwise.

#### **III.1 Positions**

The following titles represent the current positions currently in place. Each bidder may add their assigned titles relative to the descriptions contained herein.

### III.1.1 Security Officer

A Security officer means a person who has served continuously with the successful vendor for one month. It is understood that if Marshall University determines any officer or supervisor is not satisfactorily performing his or her responsibilities, the vendor will immediately remove him or her from their position on this job site.

The Security Officer should be in average to good physical condition to perform tasks such as climbing stairs and lifting objects including assisting with life safety duties. Additionally, the Security Officer should have average to above average vocal abilities for warning individuals or issuing commands.

The Security Officer should be capable of enduring heat and humidity in the summer and extreme cold in the winter. The Security Officer may be exposed to physical threat during adversarial confrontations.

The Security Officer may be required to stand for long periods of time, climb several flights of stairs or lift heavy objects.

The primary duties of a Security Officer are listed below:

- A. Guard, secure and protect persons, premises and property
- B. Respond to alarm signals
- C. Admit authorized persons to premises; monitor access to building by residents and guests; sign guests into and out of building
- D. Provide Security across a number of different premises/sites either in a motor vehicle or by some other mode of transport
- E. Respond to and make radio/telephone calls
- F. Write reports and carry out simple clerical duties, relative to the above functions
- G. The consultative committee may determine such other duties from time to time
- H. Answer telephone and perform simple desk functions
- I. Provide customer service and information to the residents.

In carrying out these duties it is understood by the parties that Security Officers may be required to use keys and other access devices, communications equipment, and administration data.

### III.1.2 Roving Supervisor

A Roving Supervisor will be required to carry out and be competent in the duties of a Roving Supervisor. Any supervisor, whether full or part time, must meet with and be approved by the designated person at Marshall University before they are permitted to supervise at Marshall. Furthermore, a Roving Supervisor will be required to assist the Security Officer in discharging their duties as set out below.

It is the responsibility of all Roving Supervisors to set an example for Security Officers as to what constitutes an exemplary performer. The Roving Supervisor will provide on-the-job leadership. Because of the increased responsibility that accompanies the Roving Supervisor position, this employee shall be paid more than a Security Officer.

Roving Supervisor responsibilities:

- A. Provide supervision for designated group of Security Officers out in the field.



- B. Address problems with employee job performance promptly and professionally.
- C. Submit written reports to management and University Designee for each Division, outlining problems as they arise and suggest solutions.
- D. Provide training and ensure briefing of all new employees and Security Officers working in a new zone with which they are unfamiliar.
- E. Relieve and assist Security Officers in emergencies.
- F. Deliver to Security Officers any company equipment, items, keys or administration data when required by Marshall University during working hours.
- G. The Supervisors will meet with the designated University Employee weekly.
- H. A Supervisor will be on-site for every shift.
- I. Arrange coverage when vendor's employee does not report to work.
- J. Report hours worked to the "guard" line.
- K. Patrol post continually during the shift to be sure guards are performing job correctly and to provide breaks as needed.
- L. Provide emergency transportation in the event of a lockout at an off campus apartment complex (department specific requirement).
- M. If three or more halls are covered by the vendor, the supervisor is not to be assigned to a desk except for emergency situations until relief coverage arrives. He or she is to make continuous rounds to monitor the performance of the security officers on site (Department specific request).
- N. Provide complete scheduling of security coverage.
- O. Maintain high degree of confidentiality and professionalism, and
- P. Exercise excellent integrity in an emergency.

In carrying out these duties it is understood by the parties that Roving Supervisors may be required to use keys and other access devices, communication equipment and administration data.

### **III.1.3 Uniforms**

All employees will be provided with a standard uniform by the successful vendor upon commencement of work with Marshall University. Where an employee is required to work in wet or cold conditions he/she will be provided with appropriate protective clothing. All employees must wear footwear appropriate to the nature of their duties and the type of work.

## **III.2 University Departments/Divisions**

### **III.2.1 Parking Office**

The main positions for the Marshall University Parking Office are a site supervisor and one or two security guards:

The Site Supervisor will work Monday thru Friday from 8am to 4pm and cover any other event affiliated with the Parking Office. The contract employee will report to the Marshall University Parking Office Administrative Manager for training and instructions for patrolling the campus for parking of vehicles.

One (1) or two (2) guards will have a choice of working a regular work week of 8am to 4pm on Friday or a shift of 4 days from 11am to 7pm with the 5th day as 8am to 4pm. These contract employees will cover

any other event affiliated with the Parking Office. These guards will work under the supervision of the site supervisor.

Position titles are offered but the Marshall University Office of Public Safety/Parking Division reserves the right to utilize positions as needed. There is no guarantee that all position titles will be employed.

The site supervisor and guards will be supervised by the Marshall University Parking Enforcement Office. The contact person for questions about work performance will be the Administrative Manager or the Director of the Office of Public Safety. These contract employees will be parking enforcement officers that will require one week of training with an evaluation to see if the training needs to be extended.

#### **III.2.1.1 *Training***

All parking enforcement officers will participate in training to thoroughly familiarize themselves with Marshall University and the Parking Enforcement Office regulations, policies and procedures. The training shall include:

- Proper sign in and out procedures
- Training and proper usage of handheld radios and policies
- Training and proper use of handheld citation electronic writers
- Procedures for use of gasoline golf cart
- Professional relations with students, staff and visitors
- Acceptable and unacceptable behavior while on the Marshall University Campus and in the Public Safety Office.

*End Parking Office*

#### **III.2.2 Graduate College**

The Graduate College is located on the South Charleston campus at 100 Angus E. Peyton Drive South Charleston, West Virginia 25303.

##### **III.2.2.1 *Campus Security Hours of Operation***

South Charleston Campus Security Hours are as follows:

Monday: 12am – 7am

Monday - Thursday: 3pm – 11pm

Friday: 4pm - 11:59pm

Saturday: 12am – 11:59pm

Sunday: 12am – 11:59pm

Weekends: Friday at 4pm until Monday at 7am.

*End Graduate College*

#### **III.2.3 Housing and Residence Life**

The Department of Housing and Residence Life will need the services of security guards for four (4) halls. Services of the guards maybe required for Spring Break, Fall Break, Winter Break and summer breaks. The vendor will be required to provide guards during the academic year and on breaks when the

University is closed to all eight (8) residence halls as necessitated by the Department of Housing and Resident Life.

#### **III.2.3.1 *Work Day***

For the times indicated above, guards are required to work seven and one-half hours per day. The shift worker must have a half-hour meal break. The half-hour meal break is uncompensated. The security vendor will provide duty coverage during breaks.

All full-time guards may be required to work various shifts including weekends and public holidays. Guards should not be scheduled to work more than 60 hours per week. The vendor must maintain adequate staffing to prevent shortages during high-demanded times.

#### **III.2.3.2 *Scheduling***

Supervisors: Housing and Residence Life will receive an accurate schedule of which supervisor is on duty. This schedule will be delivered before the beginning of the schedule.

#### **III.2.3.3 *Available Shifts***

There are various shifts applicable to security under this Agreement.

#### **III.2.3.4 *Billing***

All supervisors will call a designated phone number and leave a message reporting that they have begun or are ending their shift and reporting their status each hour. These messages will be documented and kept on file by Housing and Residence Life. Each invoice will be checked against the telephone records for accuracy. All supervisors and guards must report into a telephone answering service as directed to maintain accurate billing records.

#### **III.2.3.5 *Training***

All supervisors and guards will participate in training to thoroughly familiarize themselves with Marshall University and the Housing and Residence Life's policies and procedures.

This training shall include:

- Loan Key policy
- Proper key control policy
- Guest registration
- Residence hall rules
- Proper handling of everyday situations
- Lobby policies
- Visitation hours
- Procedures for contacting staff
- Procedures for checking out equipment from desk
- Use of telephones
- Completing incident reports
- Acceptable and unacceptable behavior at desk
- Professional relations with students

- Emergency procedures

### **III.2.3.6 *Retention***

Every effort should be made to keep the same staff working in each hall throughout the academic year.  
*End Housing and Residence Life*

## **III.2.4 MU Joan C. Edwards School of Medicine at Erma Ora Byrd Clinical Center**

The Marshall University Joan C. Edwards School of Medicine (JCESOM) seeks proposals for a single vendor to provide a full range of security services for the Erma Ora Byrd Clinical Center located at 1249 15th Street, Huntington, WV. No subcontracting is anticipated under this procurement.

The Erma Ora Byrd Clinical Center is a multi-use facility serving as the primary location for medical student education as well as the outpatient clinical facility for the departments of Internal Medicine and Cardiology. The building itself is made up of 4 floors, totaling 64,000 square feet of space. In addition, the facility has dedicated parking for patients, employees, and students. Access to the building for medical students is 24 hours per day, 7 days per week. As a result, security coverage for the building is requested for that time period as well.

The Erma Ora Byrd Clinical Center houses approximately 350 faculty, staff, residents, and students on a daily basis and conducts approximately 80,000 visits annually.

The resultant contract will be funded by state funds.

The Contractor shall provide all staffing, materials, supplies, and equipment (except as otherwise provided by JCESOM) and shall plan, schedule and coordinate 5,110 hours of service per month (average) of unarmed coverage. JCESOM requires that all posts be covered during all client hours of operation.

Security services will include maintaining order; deterring intrusion; resolution of disputes; deterrence of violence, theft and vandalism; providing reception, assistance, and information; responding to emergencies; and submitting regular daily reports including incident and facility condition reports.

### **III.2.4.1 *Acknowledgement of Authority of Department Liaison Officer (DLO)***

The JCESOM Department has a designated Department Liaison Officer (DLO) who shall act upon the behalf of JCESOM. In addition, the Department will provide the Contractor with contact phone numbers for 24 hours per day, 7 days a week emergency contact. The staff assigned to this duty will have the authority to handle emergency situations.

Contractor agrees that the services to be performed by it herein, including the locations and areas for which services are to be required, the hours that such services are to be maintained and the number of trained, equipped and qualified Security Guards to be furnished by the Contractor hereunder shall be subject to the approval of the DLO.

Verifiable time records must be kept for employees. All such records must be made available for audit and re-audit for the entire term of the contract and for three years after the period of the contract.

#### **III.2.4.2 *Holidays and Paid Time Off:***

If security guard coverage is required on holidays identified in Contractor's agreement with its employee, a holiday day rate may be proposed. The JCESOM holidays are as follows:

- New Year's Day
- Washington's Birthday
- Columbus Day
- Birthday of Martin Luther King Jr.
- Veterans Day
- Presidents Day
- Thanksgiving Day
- Memorial Day
- Day After Thanksgiving Day
- Independence Day
- Christmas Day
- Labor Day

#### **III.2.4.3 *Annual Evaluation and 90-Day Post Award Site Survey***

The selected Contractor will be required to provide an annual evaluation and security site survey of each JCESOM location. The Contractor shall make recommendations to enhance the overall building security at each location. In addition, 90 days post award, the Contractor will submit an efficiency plan by site, proposing methods to reduce costs through technology or improved staffing patterns.

#### **III.2.4.4 *Emergency and Disaster Preparations Report***

The selected contractor will work closely with the department to prepare a comprehensive disaster and emergency response plan within 120 days, post award.

#### **III.2.4.5 *Guard Cards***

Contractor shall require all guards reporting for duty to have current guard cards in their possession. Contractor shall provide to the Department a photocopy of current guard cards for all guards assigned to JCESOM facilities. Photocopies of valid guard cards for new employees shall be provided prior to their start date at JCESOM sites. Photocopies of guard card renewals or proof of payment for the renewals shall be provided to the Department. If the Contractor has obtained any criminal history data as part of a background check for any of the security guards assigned to JCESOM, copies shall be provided to JCESOM.

Removal and Replacement at Department's Discretion

The DLO may verbally request and confirm in writing that Contractor remove any Security Guard from its premises at any time, for any reason whatsoever, and Contractor shall provide immediate replacement.

### **III.2.4.6 JCESOM Security Guard Roles and Responsibilities**

Provide assistance and information; maintain order; deter intrusion, disputes, theft and vandalism; respond to emergencies; and intervene in hostile confrontations. Protect people (staff and clients) and property of Department. Proactively prevent incidents/offenses before they may occur. Observe and report incidents/offenses during and after they have occurred.

JCESOM Security guard duties shall include, but is not limited to:

- Entrance Control: Operate and enforce a system of personnel identification and a package inspection and movement procedure. This may include screening people entering specified JCESOM facilities for weapons by use of JCESOM-provided metal detectors or wands.
- Video Surveillance: Monitoring video surveillance equipment for safety, security, and authorized access.
- Patrol: Make security, fire and safety patrols as directed. Contractor will assure a mixture of guards of each gender to adequately patrol and search restrooms as is required by each site.
- Rules and Regulations: Observe for compliance to Department rules and regulations.
- Lost and Found: Perform procedures for lost and found articles as prescribed.
- Unauthorized Access: Discover and detain persons attempting to gain unauthorized access to the property. Making citizens' arrests per ordinance on subjects engaged in physical threats, physical violence, vandalism and other illegal acts, which disrupt the service processes of the Department
- Reports and Records: Prepare and submit legible reports on accidents, fires, bomb threats, vandalism, trespassing, unusual incidents, other unlawful acts, and facility-related concerns.
- Emergencies: Respond to emergency situations as required by established procedures. Assisting in the evacuation of buildings under direction of Department Management.
- Safety: Observe and report safety hazards as required by established procedures.
- Intervention: Intervening in potentially hostile confrontations using the minimal amount of force necessary to deescalate the threat and detain the perpetrator(s).
- Public Contact: The Department's clients and members of the general public are afforded access to JCESOM's general offices and satellite locations for appointments, services, and for general information during business hours.
- 24 Hour Emergency Response to Include Disaster Response: Provide twenty-four (24) hour emergency response services and establish a chain of command to ensure adequate emergency response. When facility alarms are activated in any of the Department buildings, Contractor shall have procedures in place for response, investigation and if necessary, notification of Marshall University and Huntington Police Department. Disaster response includes security services coverage during major disasters. Services during a disaster should follow the comprehensive disaster and emergency response plan, until as directed by Department Management.
- Serving JCESOM communities: Contractor must demonstrate competence in serving the diverse communities that JCESOM serves, including organizational policies, administration, and staffing patterns.

### **III.2.4.7 JCESOM Uniform and Equipment Requirements**

All personnel assigned to this contract, including the supervisors, shall be uniformed and are required to wear a badge and nametag. The Department reserves the right to require the wearing of one of two different styles of uniform depending upon the location where the guard will be positioned.

Security Guards are to be uniformed, unarmed, and equipped as required herein. The selected Contractor is expected to supply all necessary uniforms and equipment including but not limited to the following:

- Uniform shall consist of one dress shirt and one utility uniform (no jumpsuits). The Department, prior to award of contract must approve of all uniforms to be used. Any changes in the uniform style or color will be at no additional cost to JCESOM. The Contractor is responsible for assuring that guards' uniforms are clean and maintained in a serviceable manner.
- Two-way security radios or cell phone with earphones issued to each guard/supervisor and all other equipment necessary for the successful execution of this contract.
- Automobiles or other motor vehicles as required for day-to-day and after hours response.

### **III.2.4.8 Training**

Initial core classroom training provided by Contractor must include audio/visual training and testing on:

- Powers of arrest and right to restrain
- Fire protection and how to react in the event of fire
- Occupational hazards to maintain safety for employees
- Proper report writing
- Safe patrolling
- Universal precautions for preventing infectious disease

Core training blocks provided by the Contractor may be waived for qualified employees if the Contractor can provide sufficient documentation that employees have comparable experience in lieu of training (e.g. former peace officers). This determination shall be made at the discretion of the Department.

Contractor shall require each Security Officer to satisfactorily complete a series of examinations covering all training subjects. Time spent in satisfying these training requirements shall not be billed under this contract.

The Contractor shall provide sufficient training to ensure that all Security Officers and other assigned staff are competent to perform all duties required under this contract. No additional hourly costs are to be charged to JCESOM for any aspect of the training program. Security guards assigned for Departmental duty must be physically able, skilled at, and willing to physically interact and detain potentially violent persons.

The Contractor shall provide a minimum of eight hours training to introduce basic security subjects as they relate to JCESOM security and safety prior to assignment. Requirements must include:

- Property Protection Access Control

- Safety Public Relations
- Patrol Techniques Client Relations
- Fire Prevention & Control Reports
- Communications Grooming
- Standards of Conduct Uniform Appearance

Pre-assignment training: Cover preparation of legible reporting forms such as Daily Activity Logs, Daily Activity Reports and Incidents Reports. Cover the Contractors benefits, personal policies, conditions of employment, and rules and regulations. Security Guards shall have the ability to speak, read, write, understand and properly use documents written in English.

Technology Training: Provide training on the use of any such technology required or proposed to be used in providing security services, such as using security cameras, security alarm systems, metal detectors, multi-line phones, copiers/fax machines, multipurpose fire extinguishers, computers, computer kiosks, proper operation of radios, etc.

Certifications Training: Provide training and appropriate certifications as follows:

- CPR and First Aid: All guards must be certified in Contractor-provided Adult CPR/AED and First Aid by an accredited training organization within three months of assignment to JCESOM facilities. Certificates must be maintained and kept current for guards with over three months at JCESOM sites. The Contractor shall provide copies of First Aid and CPR/AED certificates to JCESOM.
- Core Course for Supervisors: The Contractor shall provide a minimum of eight hours in supervision and management courses to new supervisors within three months of their assignment.
- Record of Training Attendance: The Contractor shall keep a record of training attendance up to date and available for review at any time by JCESOM. The Contractor shall provide training reports to JCESOM on a quarterly basis including courses offered, security guards in attendance, and any applicable ratings.

#### III.2.4.9 **JCESOM Reporting**

Incident Reports: Written incident reports are required in each instance that:

- Guard makes any physical contact with a member or members of the public, JCESOM staff or other guards. \*\*
- Guard makes citizen's arrest. \*
- Guard is required to intervene between any two or more persons, including other guards. \*\*
- Guard witnesses or is told about any crime or suspected crime. \*
- Guard witnesses or is told about any incident in which there is an injury or potential injury, whether or not medical attention is immediately required.\*
- Guard witnesses or is told about loss or damage to public or private property.\*
- Guard discovers after hours any unlocked doors or any activated alarms, false or otherwise.
- Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- Any other incident or unusual circumstance that occurs that should be brought to Department's attention.
- Any report requested by DLO.



- Copies of all written incident reports are to be submitted by 9:00 am of the next ordinary working day to the DLO.
- Contractor will immediately notify one of the Department Liaison Officers verbally and via e-mail whenever a serious incident occurs including those involving injury to JCESOM employees and/or clients, and/or significant property damage/loss.

*\* Must be reported immediately by phone to MU Police division and DLO, as well as a written report.*

*\*\* Copy of the written report must also be sent to MU Police.*

Quarterly Training Reports: At the commencement of the contract and quarterly thereafter, or when a significant change in personnel occurs, Contractor shall ensure that security guards are receiving training required. The Contractor must provide the DLO with a copy of their lesson plan, dates, times, and location of each block of instruction. Resumes for each instructor of the above must be submitted at least seven days prior to the commencement of training.

Annual Reports: One copy of the annual report shall be submitted separately to the DLO and the Contracts Unit on or before June 30th of each year of contract term. The annual report will include:

- Evaluation of the effectiveness of Contractor's services to date in meeting goals and objectives, as outlined in contract.
- Summary of methods for security improvements originally planned and actually implemented by means of equipment, staffing or other creative mechanisms.
- Summary of unusual incidents reported in past 12 calendar months.
- Updates to disaster and emergency response plan, including drills held and planned in the next period.
- Recommendations for security improvements, including a cost analysis for potential departmental implementation. The Contractor will be required to provide an annual evaluation and security site survey of each JCESOM location referenced in this RFP. The Contractor shall make recommendations to enhance the overall building security at each location.
- Issues of concern that should be brought to Department's attention and other recommendations.

#### Other Reports

- Work Environment Learning and Development Reports
- Weekly Operations Outline
- Weekly Site-Specific Billing Summary

*End JCESOM Erma Ora Byrd Center*

## SAMPLE BACKGROUND INVESTIGATION

The vendor should investigate the background of the Security guard for information relating to:

- ☐ Has the Security Guard ever unlawfully sold, delivered, manufactured, smuggled, trafficked in, uses, or possessed illegal substances or drug paraphernalia? If so, when and how often.
- ☐ Has the Security Guard ever committed a crime, whether arrested or not, that would constitute a felony, or a misdemeanor of violence, or drug or alcohol related? If so, what crime did he or she commit and when.
- ☐ Has the Security Guard ever committed an act of moral turpitude?
- ☐ Has the Security Guard ever failed to provide support for dependents?
- ☐ Has the Security Guard ever evaded or attempted to evade financial responsibilities?
- ☐ Has the Security Guard ever performed an act that is indicative of resentment, interference or opposition to lawful authority?
- ☐ Does the Security Guard have a history of behavior that demonstrates violence or disregard for the well-being or rights of one's self or others?
- ☐ Has the Security Guard ever uses a fictitious name or address for deceptive purposes or other behavior, which indicates deception or misrepresentation?

The vendor agrees to inspect the following original documents of the Security Guard to ensure that the Security Guard is qualified to assume a position of trust.

- Birth Certificate
- Education records (minimum of high school diploma or GED)
- DD-214 (if military)

The vendor agrees to verify the personal references of the Security Guard.

The vendor agrees to inspect the court records for every county in which the Security Guard has resided for the previous seven years for adverse evidence of criminal history, lawsuits, domestic violence injunctions or other legal actions.

The vendor agrees to verify information concerning the Security Guard's previous employment. This verification shall minimally cover two previous employers or three previous years of employment. When possible, the vendor should ascertain information concerning the Security Guard's work habits including dependability, reliability, ability to get along with co-workers, ability to follow instructions and work with limited supervision, honesty on the job and whether the Guard is eligible for re-hire.

If applicable, the vendor agrees to inspect the Security Guard's DD-214 form as issued by the appropriate military organization. This inspection shall ensure that the Security Guard satisfactorily completed his or her military obligation, received an honor discharge and has no significant history of disciplinary or other problems. The vendor agrees to test the Security guard at an approved medical facility for evidence of illegal substance use before his or her placement in the resident hall. Such test shall, at a minimum, screen for the presence of certain drugs or their metabolites including Cannabis or Cannabinoids, cocaine, LSD, opiate, Amphetamines or Methamphetamines, Benzodiazepines, Barbiturates, Phencyclidine and Methaqualone.

## SECURITY GUARD RESPONSIBILITIES FOR RESIDENCE HALLS

Security Guards are responsible for enforcing residence hall rules, regulations, policies, and procedures and monitoring conditions and activities for threats to security and life safety. This service is provided with minimum supervision. Specific duties include:

- Observes and checks all incoming and outgoing persons for proper identification and authorization for access to the residence hall. Monitors conditions and activity to identify hazards for threats to life safety and security.
- Provides information and assistance to students, staff, faculty, and authorized persons in person and by phone.
- Informs, warns and enforces all Housing and Residence Life, Judicial Affairs (Student Code of Conduct), and University policies, rules and regulations governing activity at the facility. Examples of these rules include:

- Threat of infliction of bodily harm by one person to another
- Disruption or obstruction of university functions or activities
- Unauthorized use of university functions or activities
- False report of an emergency
- Forcible entry
- Harassment
- Interference with emergency services and procedures & equipment
- Possession of dangerous weapons, devices, or substances
- Possession, manufacture, distribution, or sale of illegal drugs
- Interference with or misuse of the property rights of the university or students
- Violations of federal, state or local laws
- Throwing objects from the buildings
- Trespassing
- Destruction of property
- Unauthorized possession of alcoholic beverages
- Unauthorized visitors in the residence halls.

- Writes reports and /or statements concerning infractions or violations of the Student Code of Contact or other University policies or regulations for the appropriate office. Crimes in progress or emergencies should be reported to MUPD and the duty Resident Director and documented to Housing and Residence Life Specialist. Document and provide the Housing and Residence Life Specialist with pertinent information in regard to suspicious, unusual, or criminal activity. As directed, assists with investigations, checks on residents for situations for safety purposes, alerts residents to hazards or danger, and assists with providing first aid or other life safety functions.

- Reports all fires, fire alarms, fire hazards, vandalism and breeches of security, suspicious or unusual activities, and crimes to the proper authorities. This requires a thorough knowledge of procedures related to these activities.

- Assists University officials when required.

- Locks and unlocks doors at proper times. Ensures that all door alarm systems are functioning properly. Reports any problems to Housing and Residence Life.

- Performs other duties as directed.

The vendor should screen their security guards for the following experiences or characteristics:

- One to two years' experience in working with the public, preferably college-age individuals. Experience in quickly assessing situations that may be stressful, particularly those that relate to security and life safety, and making competent decision on courses of action. Experience in working in a responsible position with very limited supervision.

- The security guards access is limited to the front door area and lobby areas and where authorized by the Housing and Residence Life Department. Complete trust of the security guard in the performance of their duties in an ethical manner is required. The background of the security guard as investigated by the vendor should ensure that the security guard does not have a history that demonstrates a disregard for authority, moral turpitude, and unethical behavior including unacceptable work habits.

- The Security Officer should be in average to good physical condition to perform tasks such as climbing stairs and lifting objects including assisting with life safety duties. Average to above average vocal abilities for warning individuals or issuing commands.
- The Supervisors should be capable of enduring heat and humidity in the summer and extreme cold in the winter while performing foot patrol. The Security Officer may be exposed to physical threat during adversarial confrontations. The Security Officer may be required to stand for long periods of time, climb several flights of stairs or lift heavy objects.

## UNIVERSITY CAMPUS SCHEDULE

## Marshall University Holiday Schedule

July 1, 2018 - June 30, 2019

Holiday	Date of Observance
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Thanksgiving	Thursday, November 22, 2018
Lincoln's Day Observed	Friday, November 23, 2018
President's Day Observed	Monday, December 24, 2018
Christmas Day	Tuesday, December 25, 2018
West Virginia Day Observed	Wednesday, December 26, 2018
Susan B. Anthony Day Observed	Thursday, December 27, 2018
Flag Day Observed	Friday, December 28, 2018
Veteran's Day Observed	Monday, December 31, 2018
New Year's Day	Tuesday, January 1, 2019
Christmas & New Year's Eve "half days" Observed (see Note)	Wednesday, January 2, 2019
Martin Luther King, Jr. Birthday	Monday, January 21, 2019
Memorial Day	Monday, May 27, 2019
<b>NOTE:</b> When Christmas Day and New Year's Day fall on a Tuesday through Friday, these are preceded by a half-day each of holidays. Marshall University observes these two half-days as one whole day off. Naming of holidays is in accordance with West Virginia State Code Section 2-2-1.	

## Spring Semester 2019 Schedule

January 3, 2019, Thursday University reopens	April 8, Monday Advance registration for summer sessions begin (open to admitted/readmitted students)
January 3, Thursday – January 11, Friday Registration/Schedule adjustments	April 15, Monday – April 26, Friday Advance registration for fall semester (open only to currently enrolled students)
January 13, Sunday, 9 a.m. Residence halls open	April 16, Tuesday Last day to drop 2nd 8 weeks courses
January 14, Monday, 8 a.m. First Day of Classes	April 29, Monday Advance registration for fall semester begins (open to admitted/readmitted students except first-time fall undergraduates)
January 14, Monday – January 18, Friday Late registration/schedule adjustment (add-drop)	April 29, Monday – May 3, Friday "Dead Week"
January 18, Friday Last day to add a class	May 3, Friday Last class day Last day to completely withdraw from spring semester
January 21, Monday Martin Luther King, Jr. Holiday – University closed	May 4, Saturday Exam day for Saturday classes Some common finals
January 22, Tuesday "W" Withdrawal period begins	May 6, Monday Exam Day
February 8, Friday Applications for May graduation due in dean's office	May 7, Tuesday Exam Day
February 15, Friday Last day to drop 1st eight weeks courses	May 8, Wednesday Study Day Exams resume at 3 p.m. for Wednesday evening classes
February 25, Monday Final draft of thesis/dissertation delivered to committee chair	May 9, Thursday Exam Day
March 4, Monday, Noon Freshmen/Sophomore mid-term grades due	May 9, Thursday Approved Thesis/Dissertation must be submitted to the EDT website Electronic Thesis and Dissertation form and graduation fee receipt submitted to the Graduate College Office
March 6, Wednesday 1st 8 weeks courses end	May 10, Friday Exam Day
March 7, Thursday 2nd 8 weeks courses begin	May 11, Saturday, TBD at Big Sandy Superstore Arena Commencement Official May Graduation Date
March 18, Monday Students should schedule appointments with advisors to prepare for advance registration for summer and fall. (Required for students with mandatory advising holds.)	May 12, Sunday, Noon Residence halls close
March 22, Friday Last day to drop an individual course	May 13, Monday – August 16, Friday Summer School Sessions
March 23, Saturday, Noon Residence halls close	May 14, Tuesday, Noon Final Grades due
March 25, Monday – March 30, Saturday Spring Break Classes dismissed	May 25, Saturday – May 27, Monday University Computer Services Unavailable
April 1, Monday Classes resume	May 27, Monday Memorial Day Holiday University closed
April 1, Monday Recommended date to apply for December 2018 graduation	July 4, Thursday Independence Day Holiday University closed
April 1, Monday – April 5, Friday Advance registration for summer sessions (open only to currently enrolled students)	

INSTRUCTIONS TO BIDDERS  
(Purchases greater than \$50,000)

**BIDDER'S REPRESENTATIONS:** the bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.

**QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.

**SUBMISSION OF BIDS:** the bid, the bid security, if any and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a sealed bid and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.

**MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.

**OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.

**REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.

**ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgment, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

**VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$50,000, the apparent successful bidder must be properly registered with the **W. Va.** Department of Administration, Purchasing Division, and have paid the required vendor registration fee.

**NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.

**PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.

**RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.

**TAX EXEMPTION:** The State of West Virginia, the Governing Board and its institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes. MU Rev. 11/1/18



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# MARSHALL UNIVERSITY REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

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Informational document



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## I REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

### RESPONSE

Vendors must complete a response to all mandatory specifications in order to be considered and continue in the evaluation process. Each proposal must be formatted as per the outline provided in the RFP. The contractor must make no other arrangement or distribution of proposal information. Failure on the part of the vendor to respond to specific requirements detailed in the RFP may be the basis for disqualification of a proposal. The University reserves the right to waive any informality of this proposal format and minor irregularities. NOTE: Nothing in the RFP may be construed to limit the University from negotiating for a change in the Services or fees during the term of the purchase order issued pursuant to the RFP.

#### A. Pre-Proposal Conference

An RFP may have a **mandatory** pre-proposal conference. The conference may be on-site, telephonic or digital. Vendors submitting a bid must attend the mandatory pre-proposal meeting. Failure to attend the mandatory pre-proposal meeting shall result in disqualification of the Vendor's proposal. No one person attending the pre-proposal meeting may represent more than one Vendor. An attendance sheet provided at the pre-proposal meeting shall serve as the official document verifying attendance.

#### B. Delivery

The University's RFP bid process requires that the proposal be submitted as directed within the RFP specifications; either directly entered into the Bonfire portal or an original mailed by the date and time stipulated in the proposal. Any requested convenience copies must be delivered to the address as specified within the proposal. Convenience copies shall be exact copies of the original. The University uses Bonfire for digital submissions and may or may not request additional copies.

All bids will be date and time stamped to verify official time and date receipt. Vendor is solely responsible for getting its original proposal and convenience copies delivered in a readable format by the Proposal Opening Date and Time.

Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. The Marshall University Office of Purchasing cannot waive or excuse late receipt of a proposal which is delayed and late for any reason according to West Virginia State Code §5A-3-11(g). Any proposal received after the bid opening date and time will be immediately disqualified in accordance with the Marshall University Purchasing Administrative Rules and Regulations.

#### C. Labeling Mailed Packages

The outside of the proposal package should be clearly marked with the RFP# and Bid Opening date and time.

#### D. Separate Submission of Cost and Technical Proposals

##### Technical Proposal

The selection procedure for RFPs requires that evaluation of the Technical Proposal be conducted before the Cost Proposal is distributed to the Committee. Consequently, each proposal must be submitted as two separately sealed enclosures. Failure to comply may constitute disqualification of Bidder's proposal. Do not include cost figures in the technical proposal. Responses should be numbered to correspond to the RFP section numbers in the Specifications section. Each section shall be tabbed for ease of reference.

**Cost/Fee/Price Proposal (separate file):**

Vendor must list ALL fees on the Cost Proposal. Vendor may only charge those fees that are listed on the Cost Proposal. The Cost Proposal must be submitted with your proposal in a separate file within Bonfire or a separately sealed envelope if mailed, and signed by a person authorized to bind the Vendor.

**II. RFP TERMS****A. Best and Final Offers**

The University may, but is not required, to negotiate with Bidders. If the University elects to negotiate, negotiations shall be conducted with Bidders whose proposals fall in the competitive range. The competitive range includes those proposals whose price and technical factors give them a reasonable chance of winning the award. Such Bidders shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to the technical and price aspects of proposals so as to assure the University's full understanding of proposals. No Bidder shall be provided information about any other Bidder's proposal, and no Bidder shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of best and final offers should one be necessary.

**B. Exceptions or Restrictions**

Bidders taking exception to any requirements stated in this RFP must submit a list of exceptions referencing section and paragraph number of the exception. Include the original text as well as the proposed change. If the Bidder provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Bidder's solution, must be described in detail. The exception must be contained within the original Bidder's submission. If the Bidder's solution is not contained within the original submission the exceptions will not be considered.

**C. Incurring Costs**

Marshall University and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-proposal meeting or oral presentations.

**D. Independent Price Determination**

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

**E. Inquiries**

Questions relating to an RFP must be submitted in writing to the Office of Purchasing on or before the date outlined in the RFP. A written response will be issued by addendum when necessary. Verbal responses are non-binding.

**F. Oral Statements and Commitments**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion concerning the RFP is not binding. Only the information issued in writing by an official written addendum to the Request for Proposal is binding.

**G. Cost/Fee/Price Quotations**

The price(s) quoted in the proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for an adjustment in the original contract. Other Marshall University entities may request a quotation for services relative to this proposal. Each entity is solely responsible

for services requested. Vendors should note in the proposal package if this option is not available. Unit prices shall prevail in cases of a discrepancy in the Vendor's proposal. Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

#### **H. Best Price Guarantee**

The awarded vendor agrees to provide pricing to the University and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost.

#### **I. Rejection of Proposals**

Marshall University shall select the best value solution according to the evaluation criteria. However, the University reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. Marshall University reserves the right to withdraw an RFP at any time and for any reason. Submission of, or receipt by Marshall University of proposals confers no rights upon the bidder nor obligates Marshall University in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by Marshall University, Office of Purchasing.

#### **J. Waiver of Minor Irregularities**

The Director reserves the right to waive minor irregularities in bids or specifications.

#### **K. Mandatory Requirements**

Any specification or statement containing the word "must", "shall", or "will" are mandatory. By signing and submitting a response to an RFP, the vendor agrees to all mandatory deliverables described herein. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the University.

#### **L. Public Record**

Submissions are Public Record.

All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Office of Purchasing after the bid opening. Proposals will not be released until after the award.

#### **M. Written Release of Information**

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplications fees paid in advance. Fees shall apply to all requests for copies of any document. Currently the fees are based upon the "Administrative Procedure ADMIN-3 Freedom of Information Act Request Procedures" posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf>

#### **N. Risk of Disclosure**

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

### **III. DOCUMENTS**

#### **A. RFP Addenda**

If it becomes necessary to revise any part of an RFP, an official written addendum will be issued by Marshall University, Office of Purchasing, to all bidders of record. The University reserves the right to further modify the RFP, including any Exhibits and Addenda to the RFP, as it considers appropriate.

A copy of the RFP and any addenda to the RFP will be placed on the University website, and sent to vendors of record. It is the Vendor's responsibility to periodically check the web site to make sure it is aware of and responds to any addenda.

#### **B. Addenda Acknowledgement**

Written acknowledgement of receipt of all issued amendments, addenda or changes shall be required from all Bidders responding to this RFP and in the form required by the solicitation documents. Vendor should acknowledge receipt of all addenda issued by signing the issued Addendum Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

#### **C. Agreement Addenda**

Any contract resulting from an award from this RFP and a contractor's proposal must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful contractor to sign Agreement Addendum (MU-96), or Software Agreement Addendum (MU96A), and if necessary, the MU Cloud Computing Contract Addendum, as part of the contract may result in disqualification. Agreement Addenda are available online at:

<http://www.marshall.edu/purchasing/files/MU-96.pdf> or  
<http://www.marshall.edu/purchasing/files/MU-96A.pdf>  
[http://www.marshall.edu/purchasing/files/CC\\_Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf)

#### **D. Drug Free Workplace**

Chapter 21 - Article 1D of the West Virginia Labor Code, otherwise known as the West Virginia Alcohol and Drug-free Workplace Act, mandates that public improvement contractors should implement a drug-free workplace program requiring alcohol and drug testing. No public authority may award a public improvement contract to a contractor unless they maintain a drug-free workplace policy. The form may be accessed at:

<http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>

#### **E. HIPAA Business Associate Addendum**

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

#### **F. Vendor Preference:**

Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules.

Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference.

Vendor Preference does not apply to construction projects. Vendor preference can be applied to the cost portion of the proposal only. A Resident Vendor Certification form may be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

#### **G. Vendor Registration:**

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00. Vendors do not have to be registered to submit a proposal. Form WV-1 may be found at:

<http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

#### **H. Purchasing Affidavit**

In accordance with West Virginia Code §5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit can be found at: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

#### **I. Taxpayer ID Number and Certification (W9)**

Request for Taxpayer Identification Number and Certification can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

#### **J. Proof of Good Standing and Authorization to Do Business**

Vendors must be in good standing with all regulatory and governmental entities and be authorized to do business in West Virginia. Upon request of the University, Vendors must be able to provide proof of good standing and authorization to do business.

#### **K. Disclosure of Interested Parties to Contract**

In accordance with West Virginia Code §6D-1-2, vendors must sign, notarize, and submit Disclosure of Interested Parties form if a contract or a series of related contracts either actual or estimated value \$1 million or more. The form is required prior to award of the contract. The document can be found at:

<https://ethics.wv.gov/SiteCollectionDocuments/Disclosure%20of%20interested%20parties%20form%206-8-18%20fillable.pdf>

#### **L. Insurance Requirements**

Liability insurance certificates are required prior to award but are not required at the time of bid.

#### **M. License Requirements**

The successful vendor must produce current documentation of all applicable licensures relating to the RFP project.

#### **N. Purchase Order**

In the event an award is made pursuant to the RFP, a purchase order, containing any agreement signed by the parties and attachments thereto, including the original RFP and applicable Addenda, and the Vendor's proposal, will be issued. The purchase order constitutes the contract to which the parties are bound. A signed contract or agreement is not binding on the University until the purchase order has been issued.



**O. Life of Contract**

When applicable a Life of Contract page containing the effective period of the contract, renewal periods, and terms is attached to the agreement.

**IV. EVALUATION AND AWARD**

Evaluations are not based solely on price. It is the intent of the University to award a purchase order to the Vendor that will provide the best solution to meet the needs of the University. Generally evaluation information specific to the RFP will be contained in the RFP document. During the course of the evaluation, the University has the right to contact any Vendor to clarify or elaborate on the proposal.

**A. Assignment of Points**

Points are assigned according to the specifications contained in the RFP. The points will form the basis of the evaluation.

**B. Committee**

Proposals will be reviewed by a Proposal Review Committee whose members represent various groups within the University.

**C. Cost Evaluation and Resident Vendor Preference:**

Upon approval of the technical evaluation from the Evaluation Committee, the Purchasing Office will schedule a time and date to publicly open and read aloud the cost proposals. The Vendors shall be notified of this date. In accordance with West Virginia Code §5A-3-37, the Office of Purchasing will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request preference for their residency status at the time of bid. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference.

**D. Disqualification of Bidders**

Any of the following causes, while not inclusive, may be considered sufficient for the disqualification and rejection of a proposal:

1. Submission of a proposal which is not in conformance with the requirements as stated in this solicitation.
2. Lack of bidder competency or responsibility as demonstrated by past performance.

**E. Debarment and Suspension**

Contractor will not be considered in proposal process if debarred or suspended

**F. Technical Evaluation:**

An Evaluation Committee will review the technical proposals, assign appropriate points, and make a final written consensus recommendation of the highest scoring contractor to the Office of Purchasing.

**G. Presentations**

As part of the proposal evaluation process, acceptable Vendors may be requested to make a presentation to the Proposal Review Committee regarding financial commitment, services and type of operation they are prepared to provide. The University reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Bidders may be required to provide oral presentations to discuss their proposal and/or clarify their technical submittal.

**H. Contract Approval and Award**



After the cost proposals have been opened, the contract award is based on the highest scoring vendor. Once approved by the Director of Purchasing, the contract is prepared and signed by the Office of Purchasing, encumbered and mailed to the appropriate parties.

**I. Contract Provisions**

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

**J. Contract Termination**

Marshall University may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. Marshall University 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, MU shall issue the Vendor an order to cease any and all work immediately. MU shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

MU shall have the right to terminate the contract upon thirty (30) days written notice to Vendor.

**K. Vendor Protests**

Vendors are provided the ability to protest specifications and purchase order/contract awards. Protests based on specifications must be submitted no later than five business days prior to bid opening. Protest of purchase order/contract awards must be submitted no later than five calendar days after notification of the award. The vendor is responsible for knowing the bid opening and award dates. All protests must be submitted in writing to the Marshall University Office of Purchasing and contain the following information: (a) the name and address of the protestor; (b) the RFP or contract number; (c) a statement of the grounds of protest; (d) supporting documentation (if necessary); and (e) the resolution or relief sought. Failure to submit this information must be grounds for rejection of the protest by the Purchasing Director. The matter of protest will be reviewed and a written decision issued. Continuation or delay of the contract award while the protest is considered is at the discretion of the Purchasing Director.

**V. TERMS AND CONDITIONS**

The Request for Proposal contains all the contractual terms and conditions under which Marshall University will enter into a contract. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in the RFP and RFP supplemental package.

**A. Conflict of Interest**

Vendor affirms that it, its officers, 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 University.

**B. 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.

### **C. 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.

### **D. Changes**

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

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

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

### **E. Emergency Purchases**

The Purchasing Director may authorize the purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the University from fulfilling its obligations under a One Time Purchase contract.

### **F. Subsequent Forms**

The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**G. Antitrust**

In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**H. Assignment**

Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, the Purchasing Office approval may or may not be required on certain agency delegated or exempt purchases.

**I. Bankruptcy**

In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**J. Bureau of Employment Programs Regulations**

West Virginia State Code §21A-2-6(17) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs.

**K. 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. The State of West Virginia and the University are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

**L. 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.

**M. Indemnification**

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and its 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.

#### **N. Policy Advisements**

Vendor shall advise its employees that the State of West Virginia and the University require a smoke free and drug free work place and prohibit any discrimination on the basis of race, color, national origin, ancestry, sex, religion, age, physical condition, disability or political affiliation.

#### **O. Record Retention (Access & Confidentiality)**

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

Vendor may have access to private and confidential data maintained by Marshall University 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 Marshall University 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.

#### **P. 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. Marshall University 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 Marshall University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

#### **Q. Vendor Relationship**

The relationship of the Vendor to MU 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, representatives and agents. Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP 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 Marshall University and shall provide Marshall University 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.

## VI. PAYMENT INFORMATION

### A. Funding

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

### B. Invoices

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

### C. Interest

Interest attributable to late payment will only be permitted if authorized by West Virginia Code.

### D. Progress Payments

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Marshall University with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

### E. Credit Card Acceptance

Marshall University currently utilizes a Purchasing Card (P-card) program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the Purchasing Card for payment unless otherwise noted in the contract. Vendors may charge a flat rate for credit card payments. If the vendor cannot accept payment by credit card, it must be so noted in the proposal package.









### F. Purchase Order Procedure

Departments will issue a purchase order for payments against the contract. The spending unit may use the Purchasing card for purchases within the P-card limits.

1 of 1 | [View All](#) Some of the values entered as Search Criteria for UI secured field ...**Vendor/Customer**[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000113348	A1 SECURITY LLC	WALLACE WENDELL ADKINS	Active	Inactive	

From 1 to 1 of 1    First Prev Next Last    [Attachments](#)Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) ▼ **General Info**

<b>Vendor/Customer :</b> 000000113348	<b>Restrict Use by Department :</b>
<b>Legal Name :</b> A1 SECURITY LLC	<b>Miscellaneous Account :</b>
<b>Alias/DBA :</b> WALLACE WENDELL ADKIN	<b>Internal Account :</b>
<b>Vendor Active Status :</b> Active ▼	<b>Third Party Only :</b>
<b>Vendor Approval Status :</b> Complete	<b>Third Party Vendor :</b>
<b>Customer Active Status :</b> Inactive ▼	<b>Third Party Customer :</b>
<b>Customer Approval Status :</b> Incomplete	<b>Inventory Customer :</b>
<b>Location Name :</b>	<b>Healthcare Provider :</b>
<b>First Name :</b>	<b>Never Archive :</b>
<b>Middle Name :</b>	<b>Restrict VSS Access :</b> No ▼
<b>Last Name :</b>	<b>Discontinue - No New Business :</b>
<b>Company Name :</b> A1 SECURITY LLC	<b>Prevent MA Reference :</b>
<b>Previous Name :</b>	<b>PunchOut Enabled :</b>
<b>Previous Street :</b>	<b>Re-PunchOut Enabled :</b>
<b>Previous City :</b>	<b>Electronic Order Enabled :</b>
<b>Previous State/Province :</b> 	<b>W-9 Received :</b>
<b>Previous Country :</b> 	<b>W-9 Received Date :</b> 
	<b>W-6 Received :</b>
	<b>W-6 Received Date :</b> 
	<b>Accepts Credit Cards :</b>
	<b>Active From :</b> 01/26/2007 
	<b>Active To :</b> 
	<b>Last Usage Date :</b> 09/07/2021
	<b>Department :</b> 
	<b>Unit :</b> 

▶ **Headquarters**▶ **Organization**▶ **Disbursement Options**▶ **Prenote/EFT**▶ **Remittance Advice**▶ **Vendor Terms**▶ **Accounts Receivable**▶ **eMALL**▶ **Location Information**

► **Fee and Vendor Compliance Holds****Fee Exempt :****Registration Application Date :** 12/14/2017**Registration Effective Date :** 12/14/2017**Registration Expiration Date :** 12/14/2018**Pre-Registration Code :****Tax Clearance :****Unemployment Insurance :****Worker's Compensation :****Secretary of State Registration :****Federal Debarred :**► **Executive Compensation**► **Additional Information**► **Travel**► **Change Management**[Top](#)CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#)[Vendor Business Types By Commodity](#)SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#)[Vendor Service Areas](#) [VCM Query](#) [Historical Vendor Information](#) [Vendor Notes](#)[Vendor Transaction History](#)

## Neace, Becky

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**From:** Accounts Payable  
**Sent:** Monday, November 8, 2021 1:33 PM  
**To:** Neace, Becky  
**Cc:** Turner, Elaine  
**Subject:** FW: Invoice X 2 Bio & MUParking  
**Attachments:** A1 Security 7864-20 parking.pdf; A1 Security 7856-20 biotech.pdf; MU19SECURITY-CO-3-Contract-A.pdf

Hi Becky,

Can you please also raise the rates on P22A0099 and P2200051 to the new rates of CO#3?

Thank you,  
Melody

**From:** Turner, Elaine <turnerro@marshall.edu>  
**Sent:** Monday, November 8, 2021 12:29 PM  
**To:** Accounts Payable <acctspayable@marshall.edu>  
**Subject:** RE: Invoice X 2 Bio & MUParking

Thank you.

**From:** Accounts Payable <[acctspayable@marshall.edu](mailto:acctspayable@marshall.edu)>  
**Sent:** Monday, November 8, 2021 11:46 AM  
**To:** Turner, Elaine <[turnerro@marshall.edu](mailto:turnerro@marshall.edu)>  
**Subject:** FW: Invoice X 2 Bio & MUParking

Hi Elaine,

If approved, please stamp and sign and return.

Thank you ☺  
Melody

**From:** Debbie <[dyoung@a1securityllc.com](mailto:dyoung@a1securityllc.com)>  
**Sent:** Monday, November 8, 2021 10:27 AM  
**To:** Turner, Elaine <[turnerro@marshall.edu](mailto:turnerro@marshall.edu)>; Accounts Payable <[acctspayable@marshall.edu](mailto:acctspayable@marshall.edu)>  
**Subject:** Invoice X 2 Bio & MUParking

Debbie Young  
6449 Farmdale Road  
PO Box 607  
Barboursville, WV 25504  
304-955-9081  
[Dyoung@a1securityllc.com](mailto:Dyoung@a1securityllc.com)



## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

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FEIN: 205248578  
Business name: A1 SECURITY LLC  
Doing business as/Trading as:

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Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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Office of Purchasing

Renewal Letter

January 24, 2022

AI Security LLC  
PO Box 607  
Barboursville, WV 25504

**Re: Contract Renewal for MU19SECURITY**

Hello,

The above referenced contract expires on *December 31, 2021*. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract, **MU19SECURITY (January 1, 2022 through December 31, 2023) 2023** effective under the same terms and conditions as the original contract subject to renewal price increases per the terms and conditions and including any and all approved change orders.

Please return the executed letter via email at your earliest convenience.

If you have any questions, please feel free to call me at 304-696-2727.

Sincerely,

Michelle Wheeler  
Associate Director of Purchasing

I agree to the current **MU19SECURITY** for an additional one (1) year period under the same terms and conditions as the original contract.

☒ Yes ☐ No *for the prior agreed increase amount of \$2.10 per hour*

☐ Yes, subject to the following changes indicated below.

  
Signature

*1-25-2022*  
Date

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Wallace W. Adkins

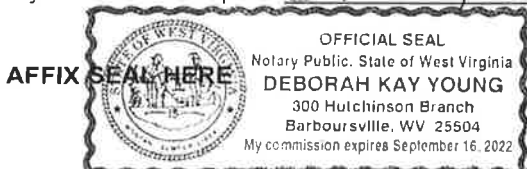
Authorized Signature: Wallace W Adkins Date: 1-25-2022

State of W.V.

County of Calwell, to-wit:

Taken, subscribed, and sworn to before me this 25 day of January, 2022

My Commission expires Sept 14, 2022, 20  



**NOTARY PUBLIC**

Deborah Kay Young  
Purchasing Affidavit (Revised 01/19/2018)