



WEST VIRGINIA SCHOOL OF OSTEOPATHIC MEDICINE

REQUEST FOR PROPOSALS FOR SECURITY SERVICES | RFP#24-1002

General Information

The West Virginia School of Osteopathic Medicine (WVSOM), is seeking proposals from qualified security companies for licensed, armed, and uniformed security guards to provide security services for its main campus located at 400 Lee Street North, Lewisburg, West Virginia 24901.

Schedule of Events:

Release of RFP:July 17, 2024
Question Deadline:..... July 24, 2024 by 5:00 PM, EST
Addendum/Response to Questions: July 26, 2024
Proposal Due Date:July 30, 2024 by 3:00 PM, EST
Target Award Date:July 31, 2024

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Bidder's Point of Contact:

The sole point of contact for questions, clarification and inquiries concerning this Request for Proposal (RFP) is:

Shelly Gardner-Lutz
Director of Contracts
Office of Business Affairs
West Virginia School of Osteopathic Medicine
400 Lee Street North, Lewisburg, WV 24901

Email: WVSOMBids@osteo.wvsom.edu

This RFP and any addenda, including answers to questions, will be posted on the webpage address listed below. It is the vendor's responsibility to check this webpage for current information regarding this RFP.

<http://www.wvhepc.edu/resources/purchasing-and-finance/>

General Terms and Conditions: See Attachment A

PROJECT SPECIFICATIONS

Location: WVSOM Main Campus
400 Lee Street North
Lewisburg, WV 24901

Questions and Answers: Questions concerning this RFP will be received in writing (via e-mail is acceptable) by the point of contact until the deadline identified above. When submitting questions by e-mail, please reference RFP 24-1002 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified above.

Proposal Submission: Deliver an original and two (2) copies of the proposal on or before **July 30, 2024**. In addition, an electronic copy of the proposal should be submitted; the preferred method for submission of the electronic copy is by flash/thumb drive. The outside of the envelope should be clearly marked with the RFP number, the bid opening date/time, and the Director of Procurement's name. **Proposals received after the due time and date will not be considered. It is the bidder's sole responsibility to ensure timely delivery of the proposal.**

Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFP may be awarded without such discussions or interviews.

Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder's representatives and the Commission personnel are not binding. Only the information issued in writing and added to the RFP by an official written addendum is binding.

Rejection of Proposals: The Director of Contracts reserves the right to accept or reject any or all proposals, in part or in whole, at her discretion. The Director reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the Director confers no rights upon the bidder nor obligates the Commission in any manner.

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 such prices with any other offer or with any competitor. The price quoted in the bidder's 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 adjustment in the original contract.

WVSOM will not be held liable for any expenses incurred by any bidder responding to this RFP including expenses to prepare or deliver the proposal or attend any oral presentation.

ELIGIBILITY REQUIREMENTS

Vendor Registration: All vendors are required to be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000.

Debarment: Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the Commission to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information.

Purchasing Affidavit: WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Attachment C) should be completed, signed and returned with the bidder’s proposal.

Disclosure of Interested Parties to Contracts. The WV Ethics Commission requires any business entity who will enter into a contract with an estimated value of \$100,000 or greater to complete a Disclosure of Interested Parties to Contracts form. The Disclosure Form should be completed and returned with the bidder’s proposal. See Attachment B.

INSURANCE

The successful firm shall provide professional liability, general liability, automobile liability, and workers compensation insurance for the duration of the contract/project(s), or as otherwise proscribed by law, as identified below, and provide certificates of insurance to document such coverage. Minimum limits of insurance required are as follows:

General liability	\$1,000,000 per occurrence, \$3,000,000 aggregate;
Automobile Liability	\$1,000,000 combined single limit;
Workers Compensation:	West Virginia Statutory Requirements including WV Code §23-4-2;
Employer’s Liability	\$1,000,000 per occurrence; and
Professional Liability	\$1,000,000 each occurrence; \$3,000,000 aggregate.

PROJECT AND SERVICES REQUESTED

Project Background: The West Virginia School of Osteopathic Medicine (WVSOM), a state-funded, four-year medical school in Lewisburg, W.Va., has been a leader in medical education for more than 50 years. As West Virginia’s largest medical school, WVSOM graduates about 200 new physicians annually, many of whom specialize in rural primary care. The Lewisburg campus encompasses 20 buildings, including a Testing Center. The school has become one of Greenbrier County’s largest employers, with about 300 employees at any given time.

WVSOM now has an enrollment of about 800 students with over 400 students on campus. Outside of Lewisburg, WVSOM has a presence across West Virginia through its Statewide Campus, where students in their final two years of medical school complete clinical rotations.

WVSOM is interested in obtaining qualified security guards to maintain a safe and secure environment for the students and employees who are on the campus and in the building on a daily basis. WVSOM seeks qualified security companies for licensed, armed, uniformed security guards. The bidder should be staffed with qualified, certified and licensed professional security guards to provide the needed security services for WVSOM’s buildings and campus grounds.

The term of the contract is for a six-month period commencing with the issuance of a Purchase Order. The Commission shall have the option to renew the contract for an additional three, six-month periods upon mutual agreement of both parties.

Services Requested: The bidder will furnish armed security guard labor, supervision, uniforms, photo IDs, certifications, equipment, training, patrol vehicles, annual firearm training, materials, and supplies or anything else required to provide security surveillance and protection for the entire facility, building equipment, and campus grounds; and to provide protection against vandalism, damage, disruptive activities and loss from theft on campus.

WVSOM has an immediate need for coverage for six (6) hours a day, Seven (7) days a week between the hours of 12:00 a.m. and 6:00 a.m. The need for officers under this contract is expected to increase within the first month, and may require the need to provide up to 24-hour coverage during the course of this agreement. Vendor is expected to be able to meet the

coverage needs with two weeks' notice of additional coverage needs. In addition to regularly scheduled shifts, WVSOM may require additional security officers for events and other special occasions.

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

- Confirmation of previous employment
- Verification of references
- Criminal record check at the State and Federal level
- Driver's license verification and background information
- Finger print validation by the WV State Police

All security guards submitted by the vendor for service under this contract must have no record of convictions for criminal offenses either State or Federal.

A copy of the finger print validation report must be submitted to WVSOM when the guard is assigned.

Results of background checks must be presented to WVSOM prior to the assigning any security guard to perform under this contract. In lieu of the actual results, WVSOM may accept a certified report created by the vendor. The report must be signed, dated and notarized. The report must acknowledge that the background check was conducted in accordance with the stipulations of this contract and that no information was discovered during the check that would be harmful to WVSOM.

REQUIREMENTS FOR SECURITY GUARDS AND ASSIGNED PERSONNEL

- The security guard must be an employee of the service provider.
- The security guard must be properly licensed by the State of West Virginia.
- On-duty supervisors and security guards will wear a clean, professional matching uniform and maintain a neat, clean personal appearance.
- All personnel must have a photo ID visibly worn while on duty. The ID should allow access to facilities and secured areas.
- All assigned personnel must not be impaired or incapacitated from alcohol or drugs.
- All assigned personnel must not be involved in the unlawful manufacture, distribution or possession of alcohol or drugs; or engaged in any other illegal activity.
- Security services must have the ability to provide coverage 24 hours a day, 7 days a week, 365 days a year including holidays and building closures.
- Security guards should greet visitors in a courteous, service-minded and professional manner.
- Security guards should provide assistance as needed to escort in or out of the facility or spaces within the facility.
- Security guards must be capable of intensive and prolonged physical activity in both emergency and non-emergency situations that include but are not limited to running, standing, bending, sitting, climbing, lifting and withstanding exposure during extreme weather conditions.
- Security guards are required to enforce the building security guidelines appropriately and accurately.
- Security guards are to prevent unauthorized building use, grounds use, or space use (loitering).
- Security guards are to prevent property loss through theft, vandalism and fire.
- Security guards are to protect the safety of students, employees and visitors.
- Building and grounds must be monitored both with security video cameras and foot patrol.
- Security personnel should be able to answer the Security/Information Desk telephone, and perform basic computer skills using Word, Excel and Outlook.

- Security guards must be able to complete WVSOM incident reports in their entirety.
- Serve as additional Campus Security Authorities (CSAs) as required by the Clery Act (Violence Against Women Act), including any duties required of campus CSAs.
- Security guards must enforce campus smoking policy.
- All security officers assigned to the WVSOM campus must attend a WVSOM training course on Title IX and the Clery Act to participate in WVSOM contracted security services.
- Perform other duties as assigned by WVSOM relating to the provision of security services to WVSOM.

Reporting and Documentation of Incidents

The vendor should provide both a written and oral report of any incident that occurs. Reports for incidents should be filed by the close of the shift period. An incident is defined as, but not limited to, the following:

- An apparent or suspected criminal attack against the Center or its employees.
- An apparent trespass onto WVSOM's property.
- A verbal or physical confrontation that occurs on WVSOM's property.
- Any fire or unsafe condition found to be existing on WVSOM's property and the steps taken to eliminate or improve such conditions.

Bidder must certify that it is licensed in the state of West Virginia to perform the armed security services and agree that its

MANDATORY REQUIREMENTS

license will be maintained during the entire term of any agreement with WVSOM.

Bidder must certify that each of its security officers are registered with the appropriate governmental agencies, have successfully completed all legally required training and hold all the appropriate licenses, permits and registrations to carry out the security services.

Economy of Preparation: Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFP. Emphasis should be placed on completeness and

BIDDER RESPONSE AND EVALUATION CRITERIA

clarity of content.

Evaluation: The proposal will be evaluated on a 100-point scale with points assigned as outlined below.

Qualifications and Experience – 20 points

- Describe your qualifications and experience in providing past and present security services. Include any experience with higher education institutions.
- Provide five (5) references. Bidder should include contact name, name of business, address, business telephone number and email address.
- Provide a description of all certification and quality performance documentation. Samples of standard certifications should be submitted, if available.
- Provide a list of management and staff personnel to be used for this contract. Resumes for key management personnel should be included.
- Discuss your organizations experience working in collaboration with Police Departments to provide supplemental and complementary security services.
- Document your company's capabilities with respect to Incident Reporting, Incident Response Time, and Incident Resolution.

Company Background and Information – 20 points

- Provide organization data, including size and structure of your company/firm, locations of any branch offices.
- Provide detail on your internal security policy and procedures documenting any industry standards that you have adopted or follow.
- Discuss and provide a copy of your company’s annual report, public relations materials, and bonding and licensing.

Services – 30 points

- Provide a description of how you plan to cover the required hours and back-up plan for staffing in case of emergency, illness or vacations of assigned security guards.
- Provide a comprehensive methodology of how your personnel sourcing is handled, focusing on your ability to identify candidates in a competitive region.
- Provide a list of service equipment to be used by the security guards in the performance of work included in the RFP.
- Describe your communication plan that will allow for an effective partnership with WVSOM, including the reporting structure of personnel contact information at each level. Also, a plan for reporting changes in staff should be submitted.
- Describe your procedures for supervision and accountability of security guards performing their assigned duties.

Price – 30 points

- In a separately sealed envelope, provide an average monthly sum and lump sum price per year for security services for the WVSOM campus as described in this proposal.
- Provide the hourly wages of personnel by work classification.
- Provide the price for providing extra services such as overtime for emergencies.

A Title Page should be provided. The Title Page includes the RFP Number, the Bidder’s business name, business address and

PROPOSAL FORMAT

telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to obligate the business. Note: The Title Page is the preferred method of providing the bidder’s information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

Section 1 – Qualifications and Experience. The bidder should include a description of the information requested in the qualification and Expertise section above.

Section 2 – Company Background and Information. The bidder should include a description of the information in the company background and information section requested above.

Section 3 – Services. The bidder should include a description of the information requested in the services section above.

Section 4 – Cost. All cost information should be placed in a sealed envelope. The bidder should include the information requested in the price section above.



TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purpose of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of the Order and it is subject to termination by the Buyer for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the party's final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract 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.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.

14. RENEWAL: The Contract may be renewed only upon mutual written agreement of the parties.
15. REJECTION: All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. SELLER: For the purposed of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase order from the Buyer.
17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. TAXES: The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.



AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER. IF THE BID IS MADE BY A CORPORATION, THEN BY THE PROPERLY AUTHORIZED AGENT.

State of _____, County of _____

(Name of Authorized Individual Making Bid)

being duly sworn does depose and say that _____

(Give Name of Bidder or Bidders)

(Business Address)

is or are the only person or persons interested in sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without Collusion or fraud; and also that no member of, head of any department of Bureau, or employee therein, or any Officer of West Virginia School of Osteopathic Medicine is directly or indirectly interested therein.

(Signature of Authorize Individual Making Bid)

Subscribed and sworn to this _____ day of _____, 20____

before

(Notary Public)

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 OTHER 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 exceed 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: _____

Authorized Signature: _____ Date: _____

State of _____ County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE NOTARY PUBLIC _____



ATTACHMENT D

PROPOSAL RESPONSE CERTIFICATE WEST VIRGINIA SCHOOL OF OSTEOPATHIC MEDICINE

DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposal and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all conditions contained therein.

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone Number

Facsimile Number

Federal Employment Id Number