

Overview for Uniformed Un-Armed and Armed Security Guard Services Contract (4400000766)

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION
This Contract will cover the requirements of Commonwealth agencies for Uniformed Un-armed and Armed Security Guard Services, product category number 92121504.

CONTRACT INFO	
Material or Service	Service
Title & Contract # (s)	Uniformed Un-armed and Armed Security Guard Services (SRM Parent Contract #4400000766) Child Contract #s 4400000772, 4400000773, 4400000774, 4400000775, 4400000776, 4400000777, 4400000778, 4400000779, 4400000780, 4400000781, 4400000782, 4400000789, 4400000796, 4400000801, 4400000822, 4400001362, 4400001363, 4400001364, 4400001365
Number of Suppliers	19 Pcard enabled: N
Validity Period	September 1, 2007 - May 31, 2012
DGS Point of Contact	Jim Pearson
Contact Phone #	717-346-3837
Email	japearson@state.pa.us

PRICING HIGHLIGHTS
Minimum Order Amount: No minimum order amount
Hourly rate price lists for Uniformed Un-Armed and Armed Security Guard Services are attached for each supplier listed in SRM and on the DGS website. These rates reflect the maximum allowable hourly rate that can be charged by the supplier. Only hourly rates for Un-Armed and Armed Guard services apply. Contracting agencies can attempt to negotiate lower rates. Suppliers cannot raise their hourly rates without prior approval by DGS. Please take note of most current pricelist.

PROCESS TO ORDER
CONTRACT TYPE- SRM: Material/ Services Contract Catalog (MSCC)
* Access contract via the DGS website (www.portal.state.pa.us) to determine available suppliers, geographic areas covered and current hourly rates.
* Contracting agencies must start the process by entering their information into a shopping cart.
* Search for supplier services (Un-Armed and/or Armed), by supplier, county or contract number using the MSCC in SRM.
* Watch for change notices

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This Contract No. 9985-24 (CN00027266), (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for Uniformed Un-armed and Armed Security Guard Services. Agencies may select one (1) or more Contractors, as needed to full-fill their requirements.

ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Services. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions for Statewide Contracts for Services, these Special Contract Terms and Conditions shall prevail.

TERM OF CONTRACT: The Contract shall commence on the sooner of November 15, 2007 or the date the contract has been fully executed and expire on May 31, 2012.

SUPPLIER REGISTRATION: Supplier Registration is active via the Supplier Portal. All procurement suppliers are encouraged and required to log on to www.pasupplierportal.state.pa.us to enter a new registration, or to validate their existing account with the Commonwealth. The SRM Implementation Team is in the process of mailing an overview of the Portal, as well as instructions for registration, to the Commonwealth's top 1000 suppliers. A copy of that mailing (outreach letter) is included in the [Phase 2 Communications Kit](#) available on the SRM website. Also, the CVMU website has been updated to reflect the change in registration requirements for procurement suppliers.

OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE: DGS reserves the right to purchase services covered under this Contract through a separate competitive bidding procedure, whenever DGS deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the service exists or when the price offered is significantly lower than the Contract price.

ADDRESS OF FIELD PURCHASE ORDER: Commonwealth agencies may issue field purchase orders against this Contract for services required by the agencies (using agencies). Please state below where the Field Purchase Orders should be sent (name, address, city, state, zip code).

OPTION TO RENEW: This is a five (5) year contract with no renewal options.

PROPOSAL FORMS: Bidders are cautioned to return all sheets of this Invitation for bids, except those specifications/bid sheets upon which no bid is submitted. Otherwise, the bid may be rejected.

BILLING REQUIREMENTS: Notwithstanding the provisions set forth in GSPUR-12F (SAP), Standard Contract Terms and Conditions for DGS Statewide Services Contracts, the Contractor shall include in all of its invoices the following minimum information:

- Contractor name and "Remit to" address, including SAP Vendor number and, if ACH, the bank routing information or SAP 4-digit account identifier
- SRM Purchase Order number
- Delivery Address, including name of Commonwealth agency
- Description of the supplies/services delivered in accordance with SRM Purchase Order (include purchase order line number)
- Quantity provided
- Unit price as specified on purchase order
- Price extension
- Total price
- Delivery date of supplies or services

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment under GSPUR-12F (SAP), Standard Contract Terms and Conditions for DGS Statewide Services Contracts, Paragraph 10, Payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly using the invoice provided in Attachment "A". Each invoice shall be itemized with adequate detail and match the line item on the agency's Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the agency's Purchase Order, Contractor's original or updated price list with DGS or any discounts negotiated by the purchasing agency.

BLANKET CONTRACT PURCHASE ORDERS: Commonwealth agencies may issue Blanket Contract Purchase Orders against this Contract. Such orders may cover all anticipated requirements for a set period of time (i.e. a month, quarter, or year.)

Note: The maximum period of time of a Contract Purchase Order shall be one year. These orders constitute the Contractor's authority to perform the services at the requesting agency site(s). All Contract Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract Purchase Order and the Contract. The period of performance under any Contract Purchase Order can extend beyond the expiration date of the Contract, but cannot exceed the performance time periods specified in the Contract. While no Contract Purchase Orders can be issued under the

Contract after the expiration date of the Contract, the Contract does not expire and continues to be in effect for all existing Contract Purchase Orders until the performance time periods of the existing orders have expired. Each Contract Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

PERFORMANCE SECURITY: Bidders are not required to submit bid security with their bids. The Awarded Bidder(s) must, however, within ten (10) business days after notification, submit performance security in the amount of Twenty Five Thousand Dollars (\$25,000.00) to DGS. Contractor(s) shall be required to submit additional performance security to DGS in the amount of ten percent (10%) of the total of all Contract Purchase Orders issued by one or more agencies if the total exceeds Three Hundred Thousand Dollars (\$300,000.00) (e.g. if the total of all Contract Purchase Orders is Five Hundred Thousand Dollars (\$500,000.00), 10% would be Fifty Thousand Dollars (\$50,000.00) minus the original Twenty Five Thousand Dollars (\$25,000). Therefore, the Contractor would be required to submit an additional Twenty Five Thousand Dollars (\$25,000.00) in performance security to DGS. In no instance shall total performance security exceed One Hundred Thousand Dollars (\$100,000.00).

Performance security must be in the form of a specific performance bond, annual bid and performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania." All performance security shall be conditioned for faithful performance of the Contract Purchase Order(s). Failure to provide performance security within ten (10) business days after notification may result in award to another contractor, and the contractor, who did not supply the performance security, shall be responsible for any increase in cost, if incurred.

Where the Contractor does not comply with the Contract, Contract Purchase Order(s), or bid obligations, the amount of the Commonwealth's damages shall be liquidated to the amount of the performing security or the Commonwealth may, at its option, sue the bidder or its surety for the damages it has suffered for any breach of contract, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages.

Checks deposited with the Commonwealth, as a prerequisite to competitive bidding shall be placed in authorized state depositories by the Treasury Department as required by the Fiscal Code, 72 P.S. § 301.

Checks shall be returned to Contractors upon completion of the performance of their obligations under the Contract or Contract Purchase Order(s). If an irrevocable letter of credit, certificate of deposit, or escrow account is submitted, the document must require the financial institution to pay to the Commonwealth, upon written notice, the amount demanded by the Commonwealth up to the amount of the irrevocable letter of credit, escrow account, or certificate of deposit.

STATEMENT OF WORK: The Contractor(s) shall provide using agencies with Uniformed Un-armed or Armed Security Guard(s) at locations as specified by the agency on the

hours and days indicated in the Contract Purchase Order issued by the agency. The guards must be provided as required by the Contracting agency, after written notification is received by the Contractor(s). The Contractor(s) shall be the sole point of contact in all matters pertaining to this Contract. Sufficient numbers of backup unarmed and/or armed personnel must be available to provide replacements to cover all posts in case of absence by regularly scheduled personnel. If un-armed service is requested, neither the Contractor nor the Contractor's employees or its designees may have firearms of any type on the premises. Agencies may require guards to carry nightsticks, radio equipment and other equipment that is necessary to function effectively, while on duty. Work hours shall be determined by the requesting agency. If twenty-four (24) hour coverage is required, the Contractor(s) shall invoice the agency at straight time rates for three (3) shifts. Services may be performed inside, outside or both depending upon the requirements of the requesting agency. Agencies may require the presence of Contractor(s) supervisors on-site daily as determined by the agency. A personnel supervisor must be immediately available, however, for response to any emergency situation, regardless of routine visits to the premises by a supervisor.

Requesting agencies may also require periodic meetings (e.g. weekly, monthly) with the guards and/or supervisors. Agencies reserve the right to interview prospective guards prior to assignment. Specific work instructions shall be worked out between the Contractor(s) and the requesting agency. All services shall be performed at **straight time rates**. Commonwealth agencies may require, at their discretion additional time by assigned guards when unforeseen events warrant. At that time over-time rates shall be prorated to the quarter-hour. These events may or may not be known in advance. If known in advance, an agency shall give at least five (5) Commonwealth business day's notice to the Contractor(s). If an emergency presents itself (e.g. adverse weather conditions), payment shall be made only for those hours actually worked. No payment will be made on days the workplace is closed, unless service is required by the agency. The Contractor(s) shall be responsible for the neat and clean appearance of its' guards. The Commonwealth will not provide any clerical or administrative support or permit the storage of any equipment on the premises.

The Contractor(s) shall certify that all Uniformed Un-armed or Armed Security Guards provided under this Contract, shall be performed by qualified personnel trained by the Contractor in accepted security practices and standards. All guards shall wear the same color and style of uniform. Shoulder patches, identifying the Contractor, shall be on the coat, shirt and/or jacket. Guards shall be required to wear a name tag. Uniforms shall be easily distinguishable from federal, State or local police departments. Guards shall be familiar with bomb threat and fire prevention procedures. Guards shall have been trained in the Red Cross Standard First Aid Course (8 Hours) referred to as the Multi-Media Course. Guards may be required to perform additional tasks in addition to their normal guard duties (i.e. direct visitors to proper areas inside or outside of the building, escort visitors to certain areas/offices or distribute handouts to visitors that are appropriate to the agencies business).

Contractor(s) shall orient new guards as to tours of duty and regulations. Upon written request, the Contractor(s) shall rotate the guards to prevent fraternization. Guards are not permitted to leave the premises during their tour of duty. Meal and rest breaks shall

be negotiated between the Contractor(s) and the requesting agency. A guard, who

must appear in court or file a complaint with local authorities in relation to an incident on Commonwealth premises while performing as a guard, shall be compensated for the time at the normal hourly rate.

REPORTS: Agencies may require weekly, daily or monthly written reports depending upon the incident(s) and requirements of the agency or local management. Reports shall include the date, time and location of the incident, the name(s) of the parties involved a description of any possible offense(s) committed, the name of the local police/fire department and the name(s) of arresting/assisting personnel. The exact style of the report will be determined by the contracting agency. Contractor(s) shall attach police and/or fire incident reports to the written reports. Incidents involving Commonwealth employees are to be immediately reported to agency contact personnel.

If an incident involves a Commonwealth employee, the employee should not be detained. The exact style of the report will be determined by the requesting agency. Suspicious incidents and fire should immediately be reported to local police or fire departments, as appropriate, unless other instructions are prescribed by the requesting agency.

QUARTERLY SALES REPORT: Upon award of the Contract, the Contractor shall furnish an electronic Contract use report no later than the fifteenth calendar day after each quarter in the Contract period. All such reports shall be created using a template provided by DGS in an Excel format (**See Attachment B**).

- A. The Contractor shall e-mail the reports to Jim Pearson, Commodity Specialist, at japearson@state.pa.us.
- B. On each report, the Contractor shall include the Contractor's name and address, the Contract number, and the period covered by the report. The following information shall be the minimum listed on the report for each order received:
 - State Agency **OR** Public Procurement Unit
 - Order Date
 - Delivery Date
 - Description of Service
 - Number of Return Service Calls
 - Invoiced Price

ELIGIBILITY REQUIREMENTS: Bidders are required to submit with their bids the following items in hardcopy form and on a disk or CD in an up-loadable format:

- 1) **Signed and completed** RFO-Invitation to Bid (IFB). (Please make sure the document is signed, the appropriate title is circled and the name printed.)
- 2) **Attachment C - COSTARS Program**
- 3) **Attachment D - DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**
- 4) **Attachment E - Geographic Coverage**
- 5) **Attachment F - Price List by County for Uniformed Un-armed and Armed Security Guard Services**
- 6) **A legible copy of valid Pennsylvania Private Detective License issued to Contractor pursuant to the "Private Detective Act" (Act of August 21, 1953, as amended).**
- 7) **The number of certified armed guard personnel on staff or on-call who are Act 235 lethal weapons certified**
- 8) **Three (3) references (within the last two (2) years) of security jobs performed.**

COMMUNICATION EQUIPMENT: The Contractor(s) must provide their assigned guards with communication equipment (excluding telephones) with the capability of maintaining direct contact between the guard and the guards' immediate supervisors. The Contractor's office must be equipped with a base station to communicate with supervisor mobile units and the appropriate police/fire station or medical emergency unit for emergencies requiring assistance.

SECURITY GUARD REQUIREMENTS: All guards provided under this Contract shall have the following minimum work experience and education: High School Diploma/GED, ability to read and understand and apply printed rules and detailed orders, ability to meet and deal with the general public, ability to maintain poise and self-control under stress, able to write clear, accurate and detailed reports as required by the agencies, ability to meet all health and physical fitness requirements, including testing free of drugs. Guards shall be trained in basic security guard duties. Guards must have attained a minimum age of twenty-one (21) years.

If armed guards are required the guards shall be proficient in the use and safe handling of a fire arm and qualified by Act 235 training. All armed guards shall have received training and licensing in accordance with Act 235 of the General Assembly of the Commonwealth of Pennsylvania, October 10, 1974 as amended (Lethal Weapons Training) and such training and licenses as may be required under laws now in effect or may be enacted later. If an agency requests armed guards, the Contractor shall provide a copy of their most recent Act 235 training certification to the requesting agency.

CRIMINAL RECORDS: The Contractor must, at its expense, arrange for a background check for each of its employees who will have access to Commonwealth facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access to any Commonwealth facilities by an employee and annually thereafter.

Before the Commonwealth will permit a Contractor Employee access to Commonwealth facilities, the Contractor must provide written confirmation to the Commonwealth agency that the background check has been conducted and the results of that background check. If, at any time, it is discovered that a Contractor Employee has a criminal record that includes a felony or misdemeanor involving terroristic threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access, unless the Commonwealth consents, in writing, prior to the access being provided. The Commonwealth may withhold its consent at its sole discretion. Failure of the Contractor to comply with the terms of this paragraph may result in default of the Contractor under its contract with the Commonwealth.

If an agency to which a Contractor Employee is assigned requires additional background checks, the Contractor will comply with those requirements.

SENSITIVE INFORMATION: The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

METHOD OF AWARD: (MULTIPLE AWARD): Except as otherwise provided, award will be made to all responsible and responsive bidders, who comply with the "Eligibility Requirements". Prices are not a factor in receiving an award for this Contract. Pricing must, however, apply to all agencies of the Commonwealth and shall be a factor in the agencies final selection of a Security Guard Contractor. Commonwealth agencies shall select Contractors for required service from the list of Contractors on the Contract based upon best value.

DISADVANTAGED BUSINESS PARTICIPATION: If the cost of services is anticipated to be \$50,000 or more, the Contracting Agency will attach Form STD-168, MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form, and the Special Provisions for Invitations for Bids/Certified Minority and Women Business Utilization to the written solicitation for quotes. Contractors must complete and return form STD-168 with their quote in response to the Contracting Agency's written solicitation for quotes. Failure to comply with this provision may result in your quote being rejected. See Attachment via <http://www.dgs.state.pa.us/bcabd/lib/bcabd/forms/std168.pdf>.

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION: To the extent that any services could be performed outside of the geographical boundaries of the United States, the Bidder will be required to certify that those services will be performed exclusively within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside of the United States. The certification form is included with the RFQ-IFB (see **Attachment D**) and must be completed by the Bidder. The Contracting Agency will use the certification in making a best value selection.

UPDATE OPTION AND APPLICATION: New Contractors may be added each calendar quarter during the Contract period by presenting the proper credentials, as outlined in the "Eligibility Requirements". Contractor(s) agree to comply with the original terms and conditions and the Special Contract Terms And Conditions, as provided in the original Contract. In addition Contractor(s) may add additional locations (Counties, Cities, Towns, etc.) to their existing contract each calendar quarter during the contract period, geographic pricing is acceptable.

OPTION TO ADD/REMOVE CONTRACTORS: The addition and/or deletion of any Contractor during the life of this Contract will be at the discretion of the Department of General Services if it is deemed in the best interest of the Commonwealth of Pennsylvania. Existing Contractors may be removed from the Contract if they are no longer in business or cannot supply or perform the services as required or it has been determined by the Department of General Services that their removal is in the best interest of the Commonwealth.

PRICE LISTS: Bidders must submit a copy of their most current price list of their Hourly charges, for the service requirements listed in the "Statement of Work", with their bid package. Submit straight time hourly rates for services only. Holiday and overtime rates do not apply to this contract and should not be included. Price list attachment (see **Attachment F - Price List by County for Uniformed Un-armed and Armed Security Guard Services**) is in an Excel format. All charges, including wages and benefits paid to the guards, costs of equipment, costs for supervision, overhead, insurance etc. shall be included in the hourly rate. The Contractor may not charge a higher price than that provided on their price list, but may offer lower prices to agencies. Contractors may not submit surcharges of any type, mileage or any other charges. At no time may a Contractor unilaterally change the services or prices of the Contract.

Approval of yearly price updates or adding additional locations must be approved in advance by the DGS Commodity Specialist. Approval of requests for yearly pricing updates will not affect the pricing under existing Contract Purchase Orders.

ZONE PRICING: Zone pricing is acceptable. Bidders shall indicate the details in their bid. The Commonwealth preference is for bidders to address this on their price list as a variable.

SCHEDULED HOURS FORFEITURE PENALTY: The Contractor shall forfeit the basic hourly rate for each hour of service scheduled by the using agency but not provided by the Contractor. Further, the Contractor shall pay a penalty, based upon a percentage of the basic hourly rate for those hours scheduled but not provided. Such penalty shall automatically be deducted from invoices submitted by the Contractor prior to issuance of payment. The penalties shall be calculated on a weekly basis as follows:

<u>CUMULATIVE TOTAL OF SERVICE HOURS NOT PROVIDED PER WEEK NUMBER OF HOURS</u>	<u>PENALTY – PERCENTAGE (%) OF HOURLY RATE</u>
1 through 50 hours	25%
51 through 100 hours	50%
101 through 150 hours	75%
151 through 200 hours	100%
In excess of 201 hours	200%

UPDATE PRICE OPTION: Contractors may adjust their prices one (1) time every twelve (12) month period during the Contract term. A Contractor seeking to update its price list shall submit a letter with adjusted prices in accordance with the Consumer Price Index Table 4. <http://stats.bls.gov/news.release/cpi.t04.htm> (Unadjusted percent change to the effective month/year of contract to preceding month/year) for Urban Wage Earners and Clerical Workers (CPI-W) for all U.S. Cities to the DGS Commodity Specialist requesting approval of the updated price list. Scroll to other goods and services sub-category, "Miscellaneous Personal Services", that is published by the U.S. Government's Department of Labor Bureau of Labor Statistics. The list will always be for the preceding full month. The Contractor shall itemize all hourly price changes in a clear and concise fashion. If approved, a Contract change notice will be issued replacing the price list with the updated price list to the Contract. (**Example:** The Percent (%) change from October 2000 to October 2001 was 4.8%, this percentage would be added to the Contractor(s) Original Rate. If the Contractor(s) original rate for Armed Guards was \$11.05 per hour the New Rate would be \$11.58 per hour, additional years will be based upon the preceding year.)

INSURANCE SECTION: Contractors are required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any

action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth. The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

COSTARS PROGRAM

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

A. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.

1. A "local public procurement unit" is:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

- B. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.
- C. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.
- D. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Contractors who agree to extend pricing to COSTARS members shall furnish an electronic Contract use report, detailing the Contract purchasing activity in accordance with paragraph "Quarterly Sales Report". Failure to provide the Quarterly Sales Report in the specified time may result in suspension of activities with the COSTARS Program.
- F. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars.
1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
 2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

ENDORSEMENTS: Contractors shall not advertise or publicize in any way a written or verbal endorsement that their equipment and/or services are being used by the Commonwealth of Pennsylvania without the written approval of the Department of General Services.

INQUIRIES: Direct all questions concerning this Contract to Jim Pearson, Telephone No. (717) 346-3837, e-mail japearson@state.pa.us

**AWARDED CONTRACTORS FOR UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES
CONTRACT #9985-24 (CN00027266) SUPPLEMENT #1**

<u>CONTRACTOR'S NAME & CONTRACT #</u>	<u>CONTACT PERSON NAME AND ADDRESS</u>	<u>TELEPHONE NUMBER</u>	<u>FAX NUMBER</u>	<u>EMAIL ADDRESS</u>	<u>SAP/SRM #</u>	<u>COSTARS Y/N</u>	<u>PRICE LIST</u>
Graham & Graham Investigation & Security Service, Inc. #4400001365	J. Calvin Graham, 510 Boundary Street, Sewickley, PA 15143	412-741-7893	724-857-7560	grahamandgrahaminc@hotmail.com	156124	Y	SEE ATTACHED PRICE LIST
St. Moritz Security Services, Inc. #4400001364	Joseph M. Mitchell, 4600 Clairton Blvd., Pittsburgh, PA 15236	412-885-3144	412-885-3740	jmitchell@smssi.com	148481	Y	SEE ATTACHED PRICE LIST
Statewide Security Group, Inc. #4400001363	Patrick H. Curley, Jr., 30 Forest Drive, Mountaintop, PA 18707	570-474-6717	570-474-6719	pcurleyjr@pcdainc.com	138467	Y	SEE ATTACHED PRICE LIST
Pat Curley Detective Agency, Inc. #4400001362	Patrick Curley, 30 Forest Drive, Mountaintop, PA 18707	570-474-6717	570-474-6719	pcda@pcdainc.com	131982	Y	SEE ATTACHED PRICE LIST

UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES (9985-24)

(CN00027266) SUPPLEMENT #1

SUPPLIER NAME: Graham & Graham Security Service Inc.

SAP/SRM VENDOR NUMBER: 156124

COUNTIES	PRICE PER HOUR	PRICE PER HOUR
Adams		
Allegheny	13.34	18.49
Armstrong		
Beaver	13.34	18.49
Bedford		
Berks		
Blair		
Bradford		
Bucks		
Butler	13.34	18.49
Cambria		
Cameron		
Carbon		
Centre		
Chester		
Clarion		
Clearfield		
Clinton		
Columbia		
Crawford	13.34	18.49
Cumberland		
Dauphin		
Delaware		
Elk		
Erie		
Fayette	13.34	18.49
Forest		
Franklin		
Fulton		
Greene		
Huntingdon		
Indiana	14.10	18.69
Jefferson		
Juniata		
Lackawanna		
Lancaster		
Lawrence	14.10	18.69
Lebanon		
Lehigh		
Luzerne		
Lycoming County		
McKean		
Mercer	13.34	18.49
Mifflin		

ATTACHMENT F PRICE LIST BY COUNTY FOR
 UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES (9985-24)
 (CN00027266) SUPPLEMENT #1

SUPPLIER NAME: Graham & Graham Security Service Inc.

SAP/SRM VENDOR NUMBER: 156124

COUNTIES	UN-ARMED SECURITY GUARD SERVICES	ARMED SECURITY GUARD SERVICES
	HOURLY RATE	HOURLY RATE
Monroe		
Montgomery		
Montour		
Northampton		
Northumberland		
Perry County		
Philadelphia		
Pike		
Potter		
Schuylkill		
Snyder		
Somerset		
Sullivan		
Susquehanna		
Tioga		
Union		
Venango		
Warren		
Washington	15.34	18.49
Wayne		
Westmoreland		
Wyoming		
York		

ATTACHMENT F PRICE LIST BY COUNTY FOR
 UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES (9985-24)
 (CN00027266) SUPPLEMENT #1

SUPPLIER NAME: *ST. MORITZ SECURITY SERVICES, INC.*

SAP/SRM VENDOR NUMBER: *148481*

COUNTIES	UN-ARMED SECURITY GUARD SERVICES	ARMED SECURITY GUARD SERVICES
	HOURLY RATE	HOURLY RATE
Adams	\$ 11.95	\$ 21.06
Allegheny	\$ 11.95	\$ 21.06
Armstrong	\$ 11.95	\$ 21.06
Beaver	\$ 11.95	\$ 21.06
Bedford	\$ 11.95	\$ 21.06
Berks	\$ 11.95	\$ 21.06
Blair	\$ 11.95	\$ 21.06
Bradford	\$ 11.95	\$ 21.06
Bucks	\$ 11.95	\$ 21.06
Butler	\$ 11.95	\$ 21.06
Cambria	\$ 11.95	\$ 21.06
Cameron	\$ 11.95	\$ 21.06
Carbon	\$ 11.95	\$ 21.06
Centre	\$ 11.95	\$ 21.06
Chester	\$ 11.95	\$ 21.06
Clarion	\$ 11.95	\$ 21.06
Clearfield	\$ 11.95	\$ 21.06
Clinton	\$ 11.95	\$ 21.06
Columbia	\$ 11.95	\$ 21.06
Crawford	\$ 11.95	\$ 21.06
Cumberland	\$ 11.95	\$ 21.06
Dauphin	\$ 11.95	\$ 21.06
Delaware	\$ 11.95	\$ 21.06
Elk	\$ 11.95	\$ 21.06
Erie	\$ 11.95	\$ 21.06
Fayette	\$ 11.95	\$ 21.06
Forest	\$ 11.95	\$ 21.06
Franklin	\$ 11.95	\$ 21.06
Fulton	\$ 11.95	\$ 21.06
Greene	\$ 11.95	\$ 21.06
Huntingdon	\$ 11.95	\$ 21.06
Indiana	\$ 11.95	\$ 21.06
Jefferson	\$ 11.95	\$ 21.06
Juniata	\$ 11.95	\$ 21.06
Lackawanna	\$ 11.95	\$ 21.06
Lancaster	\$ 11.95	\$ 21.06
Lawrence	\$ 11.95	\$ 21.06
Lebanon	\$ 11.95	\$ 21.06
Lehigh	\$ 11.95	\$ 21.06
Luzerne	\$ 11.95	\$ 21.06
Lycoming County	\$ 11.95	\$ 21.06
McKean	\$ 11.95	\$ 21.06
Mercer	\$ 11.95	\$ 21.06
Mifflin	\$ 11.95	\$ 21.06

ATTACHMENT F PRICE LIST BY COUNTY FOR
 UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES (9985-24)
 (CN00027266) SUPPLEMENT #1

SUPPLIER NAME: *St. Moritz Security Services, Inc.*

SAP/SRM VENDOR NUMBER: *148481*

COUNTIES	UNARMED SECURITY GUARD SERVICES	ARMED SECURITY GUARD SERVICES
	HOURLY RATE	HOURLY RATE
Monroe	\$ 11.95	\$ 21.06
Montgomery	\$ 11.95	\$ 21.06
Montour	\$ 11.95	\$ 21.06
Northampton	\$ 11.95	\$ 21.06
Northumberland	\$ 11.95	\$ 21.06
Perry County	\$ 11.95	\$ 21.06
Philadelphia	\$ 12.70	\$ 21.06
Pike	\$ 11.95	\$ 21.06
Potter	\$ 11.95	\$ 21.06
Schuylkill	\$ 11.95	\$ 21.06
Snyder	\$ 11.95	\$ 21.06
Somerset	\$ 11.95	\$ 21.06
Sullivan	\$ 11.95	\$ 21.06
Susquehanna	\$ 11.95	\$ 21.06
Tioga	\$ 11.95	\$ 21.06
Union	\$ 11.95	\$ 21.06
Venango	\$ 11.95	\$ 21.06
Warren	\$ 11.95	\$ 21.06
Washington	\$ 11.95	\$ 21.06
Wayne	\$ 11.95	\$ 21.06
Westmoreland	\$ 11.95	\$ 21.06
Wyoming	\$ 11.95	\$ 21.06
York	\$ 11.95	\$ 21.06

ATTACHMENT F PRICE LIST BY COUNTY FOR
 UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES (9985-24)
 (CN00027266) SUPPLEMENT #1

SUPPLIER NAME: Statewide Security Group, Inc.

SAP/SRM VENDOR NUMBER: 138467

COUNTIES	UN-ARMED SECURITY GUARD SERVICES	ARMED SECURITY GUARD SERVICES
	HOURLY RATE	HOURLY RATE
Adams	\$ 12.50	\$ 19.50
Allegheny	\$ 13.75	\$ 19.50
Armstrong	\$ 12.50	\$ 19.50
Beaver	\$ 12.50	\$ 19.50
Bedford	\$ 12.50	\$ 19.50
Berks	\$ 12.50	\$ 19.50
Blair	\$ 12.50	\$ 19.50
Bradford	\$ 12.50	\$ 19.50
Bucks	\$ 12.50	\$ 19.50
Butler	\$ 12.50	\$ 19.50
Cambria	\$ 12.50	\$ 19.50
Cameron	\$ 12.50	\$ 19.50
Carbon	\$ 12.50	\$ 19.50
Centre	\$ 12.50	\$ 19.50
Chester	\$ 12.50	\$ 19.50
Clarion	\$ 12.50	\$ 19.50
Clearfield	\$ 12.50	\$ 19.50
Clinton	\$ 12.50	\$ 19.50
Columbia	\$ 12.50	\$ 19.50
Crawford	\$ 12.50	\$ 19.50
Cumberland	\$ 12.50	\$ 19.50
Dauphin	\$ 13.50	\$ 19.50
Delaware	\$ 12.50	\$ 19.50
Elk	\$ 12.50	\$ 19.50
Erie	\$ 12.50	\$ 19.50
Fayette	\$ 12.50	\$ 19.50
Forest	\$ 12.50	\$ 19.50
Franklin	\$ 12.50	\$ 19.50
Fulton	\$ 12.50	\$ 19.50
Greene	\$ 12.50	\$ 19.50
Huntingdon	\$ 12.50	\$ 19.50
Indiana	\$ 12.50	\$ 19.50
Jefferson	\$ 12.50	\$ 19.50
Juniata	\$ 12.50	\$ 19.50
Lackawanna	\$ 12.50	\$ 19.50
Lancaster	\$ 12.50	\$ 19.50
Lawrence	\$ 12.50	\$ 19.50
Lebanon	\$ 12.50	\$ 19.50
Lehigh	\$ 12.50	\$ 19.50
Luzerne	\$ 12.50	\$ 19.50
Lycoming County	\$ 12.50	\$ 19.50
McKean	\$ 12.50	\$ 19.50
Mercer	\$ 12.50	\$ 19.50
Mifflin	\$ 12.50	\$ 19.50

**PRICE LIST BY COUNTY FOR
UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES (9985-24)
(CN00027266) SUPPLEMENT #1**

SUPPLIER NAME:	Statewide Security Group, Inc.	
SAP/SRM VENDOR NUMBER:	138467	
COUNTIES	UN-ARMED SECURITY GUARD SERVICES	ARMED SECURITY GUARD SERVICES
	HOURLY RATE	HOURLY RATE
Monroe	\$ 12.50	\$ 19.50
Montgomery	\$ 12.50	\$ 19.50
Montour	\$ 12.50	\$ 19.50
Northampton	\$ 12.50	\$ 19.50
Northumberland	\$ 12.50	\$ 19.50
Perry County	\$ 12.50	\$ 19.50
Philadelphia	\$ 14.25	\$ 19.50
Pike	\$ 12.50	\$ 19.50
Potter	\$ 12.50	\$ 19.50
Schuylkill	\$ 12.50	\$ 19.50
Snyder	\$ 12.50	\$ 19.50
Somerset	\$ 12.50	\$ 19.50
Sullivan	\$ 12.50	\$ 19.50
Susquehanna	\$ 12.50	\$ 19.50
Tioga	\$ 12.50	\$ 19.50
Union	\$ 12.50	\$ 19.50
Venango	\$ 12.50	\$ 19.50
Warren	\$ 12.50	\$ 19.50
Washington	\$ 12.50	\$ 19.50
Wayne	\$ 12.50	\$ 19.50
Westmoreland	\$ 12.50	\$ 19.50
Wyoming	\$ 12.50	\$ 19.50
York	\$ 12.50	\$ 19.50

**PRICE LIST BY COUNTY FOR
UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES (9985-24)
(CN00027266) SUPPLEMENT #1**

SUPPLIER NAME:

Pat Curley Detective Agency, Inc.

SAP/SRM VENDOR NUMBER:

131982

COUNTIES	UN-ARMED SECURITY GUARD SERVICES	ARMED SECURITY GUARD SERVICES
	HOURLY RATE	HOURLY RATE
Adams	\$ 13.75	\$ 21.50
Allegheny	\$ 14.25	\$ 22.50
Armstrong	\$ 13.75	\$ 21.50
Beaver	\$ 13.75	\$ 21.50
Bedford	\$ 13.75	\$ 21.50
Berks	\$ 13.75	\$ 21.50
Blair	\$ 13.75	\$ 21.50
Bradford	\$ 13.75	\$ 21.50
Bucks	\$ 13.75	\$ 21.50
Butler	\$ 13.75	\$ 21.50
Cambria	\$ 13.75	\$ 21.50
Cameron	\$ 13.75	\$ 21.50
Carbon	\$ 13.75	\$ 21.50
Centre	\$ 13.75	\$ 21.50
Chester	\$ 13.75	\$ 21.50
Clarion	\$ 13.75	\$ 21.50
Clearfield	\$ 13.75	\$ 21.50
Clinton	\$ 13.75	\$ 21.50
Columbia	\$ 13.75	\$ 21.50
Crawford	\$ 13.75	\$ 21.50
Cumberland	\$ 13.75	\$ 21.50
Dauphin	\$ 14.25	\$ 22.50
Delaware	\$ 13.75	\$ 21.50
Elk	\$ 13.75	\$ 21.50
Erie	\$ 13.75	\$ 21.50
Fayette	\$ 13.75	\$ 21.50
Forest	\$ 13.75	\$ 21.50
Franklin	\$ 13.75	\$ 21.50
Fulton	\$ 13.75	\$ 21.50
Greene	\$ 13.75	\$ 21.50
Huntingdon	\$ 13.75	\$ 21.50
Indiana	\$ 13.75	\$ 21.50
Jefferson	\$ 13.75	\$ 21.50
Juniata	\$ 13.75	\$ 21.50
Lackawanna	\$ 13.75	\$ 21.50
Lancaster	\$ 13.75	\$ 21.50
Lawrence	\$ 13.75	\$ 21.50
Lebanon	\$ 13.75	\$ 21.50
Lehigh	\$ 13.75	\$ 21.50
Luzerne	\$ 13.75	\$ 21.50
Lycoming County	\$ 13.75	\$ 21.50
McKean	\$ 13.75	\$ 21.50
Mercer	\$ 13.75	\$ 21.50
Mifflin	\$ 13.75	\$ 21.50

ATTACHMENT F PRICE LIST BY COUNTY FOR
 UNIFORMED UN-ARMED AND ARMED SECURITY GUARD SERVICES (9985-24)
 (CN00027266) SUPPLEMENT #1

SUPPLIER NAME:		Pat Curley Detective Agency, Inc.	
SAP/SRM VENDOR NUMBER:		131982	
COUNTIES	UN-ARMED SECURITY GUARD SERVICES	ARMED SECURITY GUARD SERVICES	
	HOURLY RATE	HOURLY RATE	
Monroe	\$ 13.75	\$ 21.50	
Montgomery	\$ 13.75	\$ 21.50	
Montour	\$ 13.75	\$ 21.50	
Northampton	\$ 13.75	\$ 21.50	
Northumberland	\$ 13.75	\$ 21.50	
Perry County	\$ 13.75	\$ 21.50	
Philadelphia	\$ 14.25	\$ 22.50	
Pike	\$ 13.75	\$ 21.50	
Potter	\$ 13.75	\$ 21.50	
Schuylkill	\$ 13.75	\$ 21.50	
Snyder	\$ 13.75	\$ 21.50	
Somerset	\$ 13.75	\$ 21.50	
Sullivan	\$ 13.75	\$ 21.50	
Susquehanna	\$ 13.75	\$ 21.50	
Tioga	\$ 13.75	\$ 21.50	
Union	\$ 13.75	\$ 21.50	
Venango	\$ 13.75	\$ 21.50	
Warren	\$ 13.75	\$ 21.50	
Washington	\$ 13.75	\$ 21.50	
Wayne	\$ 13.75	\$ 21.50	
Westmoreland	\$ 13.75	\$ 21.50	
Wyoming	\$ 13.75	\$ 21.50	
York	\$ 13.75	\$ 21.50	