

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

# State of West Virginia Master Agreement

Order Date: 08-19-2025

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Document Description: Elopement Prevention System Maintenance & Repairs  Procurement Type: Central Master Agreement  Buyer Name: Telephone: Email:  Shipping Method: Best Way Effective Start Date: 2025-08-1	Order Number:	CMA 0613 9905 VNF2600000003 1	Procurement Folder:	1713030
Procurement Type: Central Master Agreement  Buyer Name: Telephone:  Email:  Shipping Method: Best Way Effective Start Date: 2025-08-1	Document Name:	Elopement Prevention System Maintenance & Repair	Reason for Modification:	
Buyer Name: Telephone: Email: Shipping Method: Best Way Effective Start Date: 2025-08-1	Document Description:	Elopement Prevention System Maintenance & Repairs		
Telephone:  Email:  Shipping Method: Best Way Effective Start Date: 2025-08-1	Procurement Type:	Central Master Agreement		
Email:  Shipping Method: Best Way Effective Start Date: 2025-08-1	Buyer Name:			
Shipping Method: Best Way Effective Start Date: 2025-08-1	Telephone:			
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Free on Reard: FOR Doot Project Proposid	Shipping Method:	Best Way	Effective Start Date:	2025-08-15
Pree on Board. 105 Dest, Preight Prepaid Effective End Date: 2026-08-14	Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-08-14

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ile.		VENDOR			DEPARTMENT CONTACT	AE NO TO
Vend	or Customer Code:	000000176707		Requestor Name:	Michael A Clevenger	
SECU	JRE CARE HEALTH S	YSTEMS INC		Requestor Phone:	304-626-1600	
6968	ENGLE RD			Requestor Email:	michael.a.clevenger@wv.gov	
MIDD	LEBURG HTS	ОН	44130			
US						
Vend	or Contact Phone:	440-826-0324 Extens	sion:		2000	
Disc	ount Details:				2026	
	Discount Allowed	Discount Percentage	Discount Days		LE LOCATION	
#1	No	0.0000	0		A	
#2	No					
#3	No					
#4	No					

INVOICE TO			SHIP TO		
DIVISION OF VETERANS AFFAIR	S	VETERAN'S NURSING FACILITY	(		
1 FREEDOMS WAY		1 FREEDOMS WAY			
OLA PIKOPI IPO	W				
CLARKSBURG	WV 26301	CLARKSBURG	WV 26301		
US		us			

CQ 8-20-25
Purchasing Division's File Copy

Total Order Amount: Open End

PURCHASING DIVISION AUTHORIZATION

DATE: 18.20.25

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

ELECTRONIC SIGNATURE ON TILE

ENCUMBRANCE CERTIFICATION

ATE:

Page: 1

**ELECTRONIC SIGNATURE ON FILE** 

Date Printed: Aug 19, 2025 Order Number: CMA 0613 9905 VNF2600000003 1

FORM ID: WV-PRC-CMA-002 2020/01

#### **Extended Description:**

The Vendor Secure Care Health Systems Inc., agrees to enter with the West Virginia Nursing Facility, into an open-end contract to provide Elopement Prevention System Maintenance & Repairs at the WV Veterans Nursing Facility located at 1 Freedoms Way, Clarksburg, WV 26301, per the specifications, terms and conditions, bid requirements, and Addendum No. 1 issued 6/25/25 and the Vendor's submitted and accepted bid dated 06/25/25 incorporated herein by reference and made apart hereof, per the attached documents.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	92121700				0.000000
	Service From	Service To		Service Cont	tract Amount
				0.00	

**Commodity Line Description:** 

Elopement Prevention System Maintenance & Repair

#### **Extended Description:**

Please refer to Exhibit "A" Pricing Page for pricing.

Elopement Prevention System Maintenance & Repair

Date Printed: Aug 19, 2025 Order Number: CMA 0613 9905 VNF26000000003 1 Page: 2 FORM ID: WV-PRC-CMA-002 2020/01

#### GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1. "Agency"** or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as	determined in accordance with the category that has been identified as applicable to this Contract below:
	<b>▼</b> Term Contract
and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to (3) three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)  Alternate Renewal Term — This contract may be renewed for year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)  Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.  Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice	upon award . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance
successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)  Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.  □ Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice	and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to (3) three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division
order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.  [Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice	successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing
	order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract
to proceed and must be completed withindays.	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.

Request for Proposal

Fixed Period Contract with Renewals: This Contract be receipt of the notice to proceed and part of the Contract more specifications must be completed within work covered by the preceding sentence, the vendor agrees the	fully described in the attached days. Upon completion of the
the contract will continue for	years;
the contract may be renewed for periods or shorter periods provided that they do not exceed contained in all available renewals. Automatic renewals Renewals must be approved by the Vendor, Agency, Pu General's Office (Attorney General approval is as to for	eed the total number of months of this Contract is prohibited. rchasing Division and Attorney
One-Time Purchase: The term of this Contract shall run Document until all of the goods contracted for have been de Contract extend for more than one fiscal year.	
Construction/Project Oversight: This Contract become date listed on the first page of this Contract, identified as the cover page containing the signatures of the Purchasing D Encumbrance clerk (or another page identified as and continues until the project for which the vendor is providing	State of West Virginia contract vivision, Attorney General, and
Other: Contract Term specified in	
<b>4. AUTHORITY TO PROCEED:</b> Vendor is authorized to be the date of encumbrance listed on the front page of the Award Doc "Fixed Period Contract" or "Fixed Period Contract with Renewals" above. If either "Fixed Period Contract" or "Fixed Period Contract Vendor must not begin work until it receives a separate notice to proceed will then be incorporated into the Contract via change order that work commenced.	ument unless either the box for has been checked in Section 3 with Renewals" has been checked, roceed from the State. The notice to
<b>5. QUANTITIES:</b> The quantities required under this Contract with the category that has been identified as applicable to this	
✓ Open End Contract: Quantities listed in this Solicitation/A approximations only, based on estimates supplied by the Ager that the Contract shall cover the quantities actually ordered for Contract, whether more or less than the quantities shown.	ncy. It is understood and agreed
Service: The scope of the service to be provided will be me specifications included herewith.	ore clearly defined in the
Combined Service and Goods: The scope of the service a provided will be more clearly defined in the specifications inc	

Revised 10/17/2024

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase 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 Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.
7. <b>REQUIRED DOCUMENTS:</b> All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
AS DESCRIBED IN THE SPECIFICATIONS
WV Contractor's Licencse ☑
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Commercial General Liability Insurance in at least an amount of: \$1,000,00 occurrence.	0.00 per
Automobile Liability Insurance in at least an amount of: \$100,000.00	_per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amo per occurrence. Notwithstanding the forgoing, Vendor's at list the State as an additional insured for this type of policy.	ount of: re not required to
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.	
Cyber Liability Insurance in an amount of:	per occurrence.
Builders Risk Insurance in an amount equal to 100% of the amount of the Con	ntract.
Pollution Insurance in an amount of: per occurrence.	
Aircraft Liability in an amount of: per occurrence.	

Vendor must maintain:

- 9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall

t limit the State or Ag	gency's right to pursue any other available rem ne amount specified below or as described in t	
	for	<del></del>
✓ Liquidated Dan	mages Contained in the Specifications.	
☐ Liquidated Dan	mages Are Not Included in this Contract.	

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
  - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. 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 Agency or Purchasing Division 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.
- 27. 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 Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="https://www.state.wv.us/admin/purchase/privacy.">www.state.wv.us/admin/purchase/privacy.</a>

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

- 33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.
- **34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

- **39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.division@wv.gov">purchasing.division@wv.gov</a>.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- 41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
  - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
    - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
    - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

- **44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

#### ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

- 2. BONDS: The following bonds must be submitted:
  - ☑ BID BOND: Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.
  - ☑ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
  - ☑ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: <a href="https://www.state.wv.us/admin/purchase/forms2.html">www.state.wv.us/admin/purchase/forms2.html</a>)
  - MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: <a href="https://www.state.wv.us/admin/purchase/forms2.html">www.state.wv.us/admin/purchase/forms2.html</a>)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

Revised 10/17/2024

- 3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Postaccident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- **5. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- **6. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
- 7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.
- **8. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

#### 9. DAVIS-BACON AND RELATED ACT WAGE RATES:

	The work performed under this contract is federally funded in whole, or in part. Pursuant to
_	, Vendors are required to pay applicable Davis-Bacon
wa	ge rates.
V	The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

- a. Required Information. The subcontractor list must contain the following information:
  - i. Bidder's name
  - ii. Name of each subcontractor performing more than \$25,000 of work on the project.
  - iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
  - iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)
- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
  - i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

### Subcontractor List Submission (Construction Contracts Only)

4	Form more than \$25,000.00 of work to complete the
Subcontractor Name	License Number if Required by
	W. Va. Code § 21-11-1 et. seq.
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- Marine Marine	
W. Prince specially	* Administration of the second
Production (Children Institute County)	
-854	
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Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract. (Printed Name and Title) WELAU

(X ranted Frante and Trace)
(Address) EDGS ENGLE DO MIMIEBIRGHB SH 44130
(Phone Number) / (Fax Number) 440) 816 0314
(email address) WAN & GEWISCANE-WSKI COM
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract
clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity
entering into this contract is prohibited from engaging in a boycott against Israel.
Secure Care HEAGA SUSTEMS
(Company)
(Signature of Authorized Representative) FIRM 8 7 25
(Printed Name and Title of Authorized Representative) (Date)
(Phone Number) (Fax Number)  (VAN C SEWRE CARE - WS A L COM
(Email Address)

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DAS2500000016

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Numbers Received: ox next to each addendun	n received)	
Addendum No. 1		Addendum No. 6
Addendum No. 2		Addendum No. 7
Addendum No. 3		Addendum No. 8
Addendum No. 4		Addendum No. 9
Addendum No. 5		Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

STONE CALL HEACH SISTEMS

Company

outhorized Signature

6 24 25

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility (WVVNF or Agency) located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end contract for maintenance and repairs of its Elopement Prevention and Card Access System. This contract shall include Materials, Labor and Equipment for a variety of equipment as per the following specifications and as listed in Exhibit A.
  - Current Environment: Agency has equipment listed in Exhibit A. The obsolete equipment may be replaced to match current equipment, at Agency's discretion.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - **2.1** "Contract Services" means the list of items identified Exhibit A, Section 3.1 below and on the Pricing Pages.
  - **2.2** "Equipment" or "System" means the Elopement Prevention and Card Access Systems and their peripheral systems or equipment, including but not limited to those items listed in Exhibit A.
  - 2.3 "Sample Service Checklist" means the Wander Prevention Door and Panel Inspection Checklist, including but not limited to those items listed on Exhibit B.
  - **2.4** "Pricing Pages" means the pages contained in wvOASIS or attached hereto as Exhibit C, upon which Vendor should list its price for the Contract Services.
  - **2.5** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.6 "Holidays" means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, West Virginia Day (June 20), Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day After Thanksgiving, and Christmas Day.
  - 2.7 "Manufacturer's Specifications" are written guidelines established by a manufacturer for the installation and operation of the manufacturer's equipment.

#### 3. QUALIFICATIONS:

3.1 **EXPERIENCE:** Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained equipment of the type, character and magnitude currently being utilized by the Agency and included on the list of

equipment, attached hereto as Exhibit A, on two or more occasions in the last five years. Vendor shall furnish this information prior to contract award.

Compliance with this experience requirement will be determined prior to or after contract award by the Agency, at its discretion, through references provided by the Vendor upon request, through knowledge or documentation of the Vendor or some other method that the Agency determines to be acceptable. Vendors must provide any documentation requested by the Agency to assist in confirmation of compliance with this provision.

- 3.2 TRAINING: Vendor, or vendor's employees that will be performing under this contract, shall be trained and/or certified to provide maintenance on the equipment located at the Agency's facilities as shown on Exhibit A. Vendor must provide Agency with documentation satisfactory to verify training at Agency's request.
- 3.3 FACTORY AUTHORIZATION: Vendor must be authorized by the applicable manufacturer to perform repair and warranty work on the equipment listed on Exhibit A. Vendor must provide Agency with documentation satisfactory to verify authorization at Agency's request.
- 3.4 BUILDING CODES: At a minimum, the maintenance performed by the Vendor shall comply with the current editions of the building standards and codes in effect at the time of performance, including but not limited to the following:
  - **3.4.1** National Electric Code (NEC)
  - **3.4.2** International Building Code (IBC)
  - **3.4.3** International Mechanical Code (IMC)
  - 3.4.4 Underwriters Laboratories: Products shal be UL-916-PAZX listed
  - 3.4.5 ANSI/ASHRAE Standard 135-2004 (BACnet)
  - 3.4.6 ANSI/EIA/CEA-709.1 (LonTalk)
  - 3.4.7 NFPA (National Fire Protection Association)
- 4. MANDATORY CONTRACT SERVICES REQUIREMENTS AND DELIVERABLES: Contract Services must meet or exceed the mandatory requirements listed below:

#### 4.1 PREVENTIVE MAINTENANCE:

- **4.1.1** Vendor shall perform regularly scheduled work performed to prevent a malfunction or failure in the equipment and that is known and anticipated in advance rather than one-time repairs on a quarterly basis with a schedule mutually agreed upon by the Vendor and the Agency.
- **4.1.2** Vendor will be compensated for Preventive Maintenance activities through a quarterly fee. Vendor must provide parts and materials

necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for such parts and materials must be included in the quarterly Preventive Maintenance fee. Any additional costs for corrective maintenance parts or labor are described below.

- **4.1.3** Vendor shall submit a proposed schedule of Preventive Maintenance within 10 days of being awarded this contract for approval by the Agency, at Agency's discretion.
- **4.1.4** Vendor shall create facility specific maintenance forms for all Preventive Maintenance schedules (see Exhibit B) and submit to Agency within 30 days of award of this contract for approval by Agency.

#### **4.2 CORRECTIVE MAINTENANCE:**

- **4.2.1** Vendor shall perform Corrective Maintenance as needed to restore the Elopement Prevention and Card Access Systems to working order.
- **4.2.2** Vendor shall bill for Corrective Maintenance on a per day rate as listed on the Pricing Page.
- **4.2.3** Vendor shall respond to Corrective Maintenance calls from Agency by phone within **four (4) hours** of the phone request.
- 4.2.4 Vendor must arrive on site to begin performance as soon as possible, but no later than five (5) business days after Vendor is notified of the request.
- **4.2.5** Vendor may only deviate from the required response time with written permission from the Agency.
- 4.2.6 Corrective Maintenance must be performed between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time, in writing.
- **4.2.7** Vendor shall not perform any maintenance under this contract without prior approval from Agency.

#### 4.3 EMERGENCY MAINTENANCE:

- **4.3.1** During the life of this Contract, the Agency may have the need for repair services on an emergency basis. Emergency maintenance calls shall be placed to the Vendor by an authorized Agency Representative.
- 4.3.2 Vendor must respond to all emergency requests by phone within two (2) hours of notification.

- **4.3.3** Vendor shall bill for Emergency Maintenance on a per day rate as listed on the Pricing Page.
- 4.3.4 In the event of a complete system shutdown, Vendor must arrive on site to begin work as soon as possible, but no later than twenty-four (24) hours after Vendor is notified of the request.
- **4.3.5** For emergencies other than a complete shutdown, Vendor must arrive on site to begin work as soon as possible, but no later than
  - 4.3.5.1 Twenty-four (24) hours or less on Weekdays 4.3.5.2 Forty-eight (48) hours or less on Weekends or Holidays
- 4.3.6 Vendor may only deviate from the required response time with written permission from the Agency. The deadline to respond on site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of an email, text or fax to an authorized Agency Representative listed in the specifications.
- 4.3.7 Additionally, liquidated damages will be imposed against the Vendor in the amount of \$100.00 per hour for failing to meet the required onsite response time in an emergency situation unless written approval is obtained.

#### 4.4 LABOR WARRANTY:

**4.4.1** The Vendor will furnish a warranty of 12 months for all labor performed under this contract. That 12-month warranty may extend beyond the life of the contract.

#### **4.5 PARTS:**

- **4.5.1** Vendor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications.
- **4.5.2** Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, wire ties and electrical connectors.
- **4.5.3** Vendor shall supply all tools, tool accessories, personal safety equipment and supplies necessary to execute the responsibilities of this Contract.

- 4.5.4 The Vendor shall provide parts to the Agency at the lowest possible cost. The Vendor shall price parts to the State on his cost (list minus any discounts) multiplied by any mark-up required. The Vendor may be required to provide any and all price lists for audit purposes.
- 4.5.5 Vendor shall be responsible for procuring all necessary parts needed to perform maintenance under this contract within the required timeframes established herein.
- 4.5.6 Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by the Agency. All replacement parts shall be new and equal to or better than original manufacturer's parts.
- 4.5.7 Parts for emergency Corrective Maintenance must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. The Vendor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Vendor may not arrange for expedited delivery of parts without prior approval from the Agency in writing.
- **4.5.8** If the Vendor is unable to provide and install parts within 48 hours of any corrective maintenance call (regular or emergency), the Vendor must notify the Agency in writing. Written requests and approval may be in the form of a text, email or fax.
- **4.5.9** The Agency will pay for freight charges for parts obtained for Corrective Maintenance or Emergency Maintenance only in the following circumstances:
  - a. If the Agency requests expedited shipping. Such a request must be made in writing and attached to the Vendor's invoice.
  - b. Regular freight charges shall not be permitted unless written permission is provided from the Agency and attached to the Vendor's invoice.
  - c. Permitted freight charges will be reimbursed at a pass-through cost; no markup shall be permitted. Vendor shall provide a copy of the itemized freight/shipping bill showing the original cost with Vendor's invoice.
- **4.6 PARTS WARRANTY:** The Vendor shall provide a copy of the manufacturer's warranty on parts with the invoice. Vendor will furnish a warranty for a minimum of one (1) year on all parts or up to and including the extant of the manufacturer warranty.

- **4.7 REPORTS:** Vendor shall provide all the reports as outlined below.
  - 4.7.1 Preventive Maintenance Log: Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of the equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a quarterly basis.
  - **4.7.2 Wiring Diagram:** Vendor shall maintain updated wiring diagrams for the equipment. Vendor must permanently mount wiring diagrams on full-size display panels near the equipment controllers. These wiring diagrams are to remain the property of the Agency and will be surrendered upon termination of this contract.
  - 4.7.3 Corrective Maintenance Log: Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.
  - 4.7.4 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

#### 5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 5.2 Pricing Page: Vendor should complete the Exhibit "C" Pricing Page by entering the unit prices and markup percentage electronically in the Excel spreadsheet provided. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the calculations. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Exhibit "C" The Pricing Page contains a list of the Contract Items and estimate purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT: Agency shall pay in arrears for all Contract Services performed and accepted under this Contract. Parts shall be paid after receipt of order. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **8. TRAVEL:** Vendor will <u>not</u> be compensated separately for travel time or related costs. All time and costs must be included in Vendor's rates as listed on the Pricing Page.
- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3 Vendor shall notify an authorized Agency Representative when they plan to be at the facility.
  - **9.4** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.5 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.6 Vendor shall inform all staff of Agency's security protocol and procedures.

#### 10. VENDOR DEFAULT:

- 10.1 The following shall be considered a vendor default under this Contract.
  - **10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
  - **10.1.2** Failure to comply with other specifications and requirements contained herein.
  - **10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4 Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
  - 10.2.1 Immediate cancellation of the Contract.
  - **10.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 10.2.3 Any other remedies available in law or equity.

#### 11. MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	
Office	
Fax	
Cell	
Email Address:	

#### EXHIBIT A – EQUIPMENT LIST

#### Door Controllers

18 - Door Guardian SC-40 ID Exit Panel with Plug in Power Supplies

#### Card Readers

49 - IEI Prox. Pad Plus

#### External Antennas

24 - Door Guardian SC-A03590902 Universal External Receiver

#### Power Supplies

3 - Altronix AL600ULPD8

#### Maglocks

21 - Doortronics 1107xEDR

#### Monitors

6 - WBOX 0E-22LED

#### Transmitters

60 – Door Guardian SC-40 ID 90° Non Cutband Adult Transmitters

#### Software

- 1 Door Guardian Secure Care Software Version 3.x
- 1 Hub Manager control Software

#### Testers

2 – Door Guardian SC-40 STAT Tester

#### Card Readers

12 JCI Readers (Obsolete)

#### Power Supplies

3 – JCI Power Supplies (Obsolete)

#### Software

1 – JCI Software (Obsolete)

#### WVVNF AUTHORIZED CONTACTS

Note: This information is subject to change. Call first to confirm.

#### CONTACT IN THIS ORDER:

Michael Messenger, Building & Grounds Manager

Office: (304) 838-3784 x 66473 Cell: (304) 838-3784 Email: Michael.D.messenger@wv.gov Fax: (304) 626-1603

Beth Hudkins, Secretary I, Maintenance Department

Office (304) 326-066 x 60661

Email: Beth.A.Hudkins@wv.gov Fax: (304) 626-1611

Sherri Reed, Administrator

Office (304) 326-0671 x 60671 Cell: (304) 838-0413 Email: Sherri.A.Reed@wv.gov Fax: (304) 626-1605

#### EXHIBIT B – SAMPLE SERVICE CHECKLIST

	vvanue	er Prevent	ion Door and Panel Inspe	ction and chec	KIISC
Facility Name:			Facility Address:		
Date:	Delijike	Door Name/N	umber:	☐ Double	☐ Single
System Panel	Туре:		☐ DE ☐ Bone ☐	Gray 🗆 ID (Ad	ddress):
☐ Flush		Surface	□ Other		
Mag. Lock W/	Delay Egress:	☐ Yes	□ No Type: □ 301 □	"Z"   Other	(See notes) Qty:
Antenna:	☐ Yes	□ No	Qty: System Frequency		
Panel Section:					
Verified	Not	Other	Preventive Maintenance Description		
□Yes □No	Applicable □N/A	☐See Notes	Panel Warranty (Sticker)	Date:	
□Yes □No	□N/A	□See Notes	Rechargeable battery	Expiration Date:	 □Replaced
□Yes □No	□N/A	□See Notes	Wire terminal blocks/connections	Expiration bate	
□Yes □No	□N/A	□See Notes	Contact connections		
□Yes □No	□N/A	☐See Notes	(Fire,Door,Lock,Ant.,Nurse)  Panel sounder/panel lights working		
□Yes □No	□n/a	□See Notes	Keypad function	Condition:	
□Yes □No	□N/A	☐See Notes	4 screws in faceplate	Condition.	
□Yes □No	□N/A	☐See Notes	Fire alarm test (Mag. Release)	☐ Chirp (1000DE or	dv)
□Yes □No	□N/A	□See Notes	Advanced security mode (1000 DE only)	L cimp (10000c or	
□Yes □No	□N/A	□See Notes	Elevator interface		
□Yes □No	□N/A	□See Notes	Codes used properly (not programmer)	User	Programmer Codo:
□Yes □No	□N/A	☐See Notes	PM program		Code:
□Yes □No	□N/A	☐See Notes	Exterior keypad working Quantity:	☐ Gasket Condition	
□Yes □No	□N/A	☐See Notes	Exterior push button working	☐ Gasket Condition	
□Yes □No	□N/A	☐See Notes	Motion detector working	Voltage:	
□Yes □No	□n/a	☐See Notes	Activates nurse station	Voitage.	Bit of the second
□Yes □No	□n/a	☐See Notes	Interfaced with handicap door operator	Data last tasted (free	m facility tast log\
□Yes □No	□n/a	☐See Notes	Delayed egress interlock for exterior	Date last fested (ILO)	m facility test log)
□Yes □No	□n/a	☐See Notes	15 sec. delayed egress verified		
				THE PERSON NAMED IN	
Notes:					
			Page 1 of 3 pages		

The wite		ei rieveii	tion Door and Panel Inspe	ction and checking	
Lock Section Verified	Not Applicable	Other	Preventive Maintenance Description		
□Yes □No	□N/A	☐See Notes	Egress swuitch adjustment wheel working	Set screw secure: □Yes □No	
□Yes □No	□n/a	☐See Notes	Meets 80 inch height requirement		
□Yes □No	□N/A	□See Notes	Lock engages and locks		
□Yes □No	□n/a	☐See Notes	Magnetic door contacts		
□Yes □No	□n/a	☐See Notes	Magnetic lock hardware/components	E.D.R. transformer type:	
□Yes □No	□n/a	☐See Notes	E. D. R. releases maglock	E.D.R. transformer location:	
□Yes □No	□n/A	□See Notes	Proper life safety 101 signage	Sign: ☐ Clear ☐ Contrast	
Notes:					
Antenna Sec	tion:				
Verified	Not Applicable	Other	Preventive Maintenance Description		
□Yes □No	□n/a	☐See Notes	Activates lock & light on panel		
□Yes □No	□n/a	☐See Notes	Range properly set	Range setting:	
□Yes □No	□n/a	☐See Notes	Antenna housing & mounting screws secure		
□Yes □No	□N/A	☐See Notes	Canbon rod/coil intact		
□Yes □No	□n/a	☐See Notes	Antenna warranty (sticker)	Date:	
Notes:					
Power Box S	ection/Plug in 1	ype:			
Verified	Not Applicable	Other	Preventive Maintenance Description	Location:	
□Yes □No	□n/a	☐See Notes	Circuit/receptacle powering device	Voltage:	
□Yes □No	□n/a	☐See Notes	Lock & panel transformer voltage	Panel voltage: Lock voltage:	
□Yes □No	□n/a	□See Notes	Receptacle code compliant	Enclosure box	
□Yes □No	□N/A	☐See Notes	Connected to emergency power	Location:	
Notes:					
Power Box S	ection/Direct W	/ire Type:			
Verified	Not Applicable	Other	Preventive Maintenance Description	Location:	
□Yes □No	□n/a	☐See Notes	Power box inspection (sticker)	Date:	
□Yes □No	□n/a	☐See Notes	Power box inspection initials (sticker)	Initials:	
			Page 2 of 3 pages		

		Wande	er Preven	tion Door and Panel Inspec	ction and Checklist
Powe	r Box Se	ction/Direct V	Vire Type: Co	nt.	
Ve	rified	Not Applicable	Other	Preventive Maintenance Description	
	□No	□n/a	□See Notes	Contact connections (fire, door, lock, ant., nurse) Wire terminal blocks/connections	Location:
∐Yes	□No	□N/A	☐See Notes	secure	
□Yes	□No	□N/A	☐See Notes	Lights on front working	
□Yes	□No	□N/A	☐See Notes	Panel transformer	Voltage:
□Yes	□No	□n/a	☐See Notes	Lock transformer	Voltage:
□Yes	□No	□N/A	☐See Notes	Staff has keys to panel/panel locked	
N	otes:	HILL S			
	- 10				
	Pad Sec rified	Not Applicable	Other	Preventive Maintenance Description	
□Yes	□No	□N/A	☐See Notes	Power to Keypad	Voltage:
□Yes	□No	□n/a	☐See Notes	Lights on Keypad	
□Yes	□No	□n/a	☐See Notes	Responds to P.I.N. input	
□Yes	□No	□n/a	☐See Notes	Responds to FOB swipe	
		man p			
No	otes:				
		denim.			
	nitter Se	ection:			
Vei	rified	Applicable	Other	Preventive Maintenance Description	
□Yes	□No	□n/a	☐See Notes	Physical Inspection of Transmitter	Quantity Replaced:
□Yes	□No	□n/a	☐ See Notes	Physical Inspection of Band	Quantity Replaced:
□Yes	□No	□N/A	☐See Notes	Transmitter Battery Expired	Quantity Replaced:
□Yes	□No	□N/A	☐See Notes	Transmission Signal Test	Quantity Replaced:
No	otes:		100		
			*CICALIA!	S INDICATES ACKNOWLEDGEMENT OF INFORMATION ON	ALL 3 PAGES*
			31014114	FACILITY AUTHORIZED REPRESENTA	TIVE
Signat	ure:				Print:
Signat	uro:			CERTIFIED TECHNICIAN	Print:
Signat	ure:				rime.

# Elopement Prevention Exhibit C Pricing Page

Une	Item	Unit of Measure	# of Times per Vear*	UNIT PRICE	ANNUAL PRICE
1	Preventive Maintenance: Parts/labor/travel will not be paid separately.	Quarterly	4	\$ 4,384.00	\$
2	Access Control System Annual Online, Remote and Program Support	Annual	1	\$ 399.00	\$
	item	Unit of Measure	Estimatied Days per Year	UNIT PRICE	ANNUAL PRICE
3	Corrective Maintenance: Travel will not be paid separately	Day		\$ 1,899.00	\$
4	Emergency Maintenance: Travel will not be paid separately	Day		\$ 2,999.00	\$
	Estimated Parts Cost*		Markup	Percentage	ANNUAL PRICE
5				30%	
			OVERALL	ANNUAL COST	: \$

#### \*ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY

#### \*DO NOT ALTER ESTIMATED AMOUNTS

Vendor:		Secure Care Health 5	ystems	
Address:	6968 Engle Rd			
		Middleburg Heights, OH	10 44 130	
Phone:	440-826-0324			
Email:	rvan@securecare-usa.com			
Name:	- A	Ryan Mierau - Presi	ident	
ignature:	L'Alle Hall	2	Date:	June 5th, 2025