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: 06-03-2026

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

Order Number:	CMA 0613 9905 VNF2600000008 1	**Procurement Folder:**	1961354
Document Name:	Security Services	**Reason for Modification:**	
Document Description:	Security Personnel for WVVNF		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2026-06-15
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2027-06-14

VENDOR

Vendor Customer Code: VS0000046576
BELIEF IN JUSTICE ALLIES LLC
2600 Middletown Commons

White Hall WV 26554
US
Vendor Contact Phone: 3303101659 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		0
#3	No		0
#4	No		0

DEPARTMENT CONTACT

Requestor Name: Michael A Clevenger
Requestor Phone: 304-626-1600
Requestor Email: michael.a.clevenger@wv.gov

2026
FILE LOCATION _____

INVOICE TO

DIVISION OF VETERANS AFFAIRS
1 FREEDOMS WAY

CLARKSBURG WV 26301
US

SHIP TO

VETERAN'S NURSING FACILITY
1 FREEDOMS WAY

CLARKSBURG WV 26301
US

CR 6-15-26

Total Order Amount: Open End

Purchasing Division's File Copy

6/3/26
PURCHASING DIVISION AUTHORIZATION
DATE: 6/12/26
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE:
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 6-25-26
ELECTRONIC SIGNATURE ON FILE

6/24/2026

Extended Description:

The Vendor, Belief In Justice Allies, LLC, agrees to enter with the West Virginia Veterans Nursing Facility of Clarksburg, into an open-end contract to provide Security Personnel at the WV Veterans Nursing Facility in Clarksburg, WV, per the specifications, terms and conditions, bid requirements, Addendum No. 1 issued 5/11/2026, and the Vendor's submitted and accepted bid dated 5/18/2026, incorporated herein by reference and made apart hereof, per the attached documents.

See attached pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	92121504				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				594611.28	

Commodity Line Description: Security Services

Extended Description:
See the Attached Exhibit "A" Pricing Page for input pricing.

Security Personnel for the WVVNF

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.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One Year _____. 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 clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the 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 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 Three (3) _____ 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 _____ 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 to proceed and must be completed within _____days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive One Year _____ 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).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract 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 clerk (or another page identified as Three (3) _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☑ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **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. REQUIRED DOCUMENTS: 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 STATED IN THE SPECIFICATIONS

☐

☐

☐

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.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: 100,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **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 Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☑ Certificate of Insurance

☐

☐

☐

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 not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages 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.

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 www.state.wv.us/admin/purchase/privacy.

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 purchasing.division@wv.gov.

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.

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) Gregory M. Pencosky

(Address) 409 Farrmcrest Dr, Oakdale, Pa 15071

(Phone Number) / (Fax Number) 724-747-8601

(email address) gpencosky@teamsignal.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 the Vendor accepts the terms and conditions contained in the Solicitation, 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.

Belief In Justice Allies, LLC DBA Signal of West Virginia
(Company)

Greg Pencosky
(Signature of Authorized Representative)

Gregory M. Pencosky, Owner - Signal of West Virginia | 05/18/2026
(Printed Name and Title of Authorized Representative) (Date)

724-747-8601
(Phone Number) (Fax Number)

gpencosky@teamsignal.com
(Email Address)

Revised 8/24/2023

	Department of Administration **Purchasing Division** **2019 Washington Street East** **Post Office Box 50130** **Charleston, WV 25305-0130**	**State of West Virginia** **Centralized Request for Quote** **Service - Prof**

Proc Folder: 1961354 **Doc Description:** Security Personnel for WVVNF **Proc Type:** Central Master Agreement			**Reason for Modification:** Addendum No. 1
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2026-05-11	2026-05-18 13:30	CRFQ 0613 VNF2600000008	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached.

Bid Opening Date & Time remains May 18, 2026, at 1:30 pm. EST.

No other changes.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG US	WV	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:
See the Attached Exhibit "A" Pricing Page to input pricing.

Security Personnel for the WVVNF

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., EST.	2026-05-07

SOLICITATION NUMBER: CRFQ VNF2600000008
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("VNF2600000008") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time.
- ☐ Modify specifications of product or service being sought.
- ☒ Attachment of vendor questions and responses.
- ☐ Attachment of pre-bid sign-in sheet.
- ☐ Correction of error.

Description of Modification to Solicitation:

1) To provide responses to vendor technical questions regarding (see attached)
2) Bid opening date and time remains May 18, 2026, at 1:30 pm. EST.
3) No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Addendum No. 1 - CRFQ-0613-VNF2600000008

Security Personnel for WVVNF

Vendor Questions & Answers

Q1. Deployment Timeline and Background Checks: Section 3.1.1.1 requires all personnel to be provided within ten (10) business days of the award. Given that Section 3.10.2 requires a background check through WV Cares and fingerprinting, does the Agency have an estimate for the typical processing time for these clearances? If the WV Cares process exceeds the 10-day business window, will the Agency grant a deployment extension for cleared personnel?

A1. Extension until cleared. Can't work until cleared.

Q2. Typing Requirement Verification: Section 3.10.1.4 requires a typing speed of at least 40 words per minute. Is the vendor required to submit testing certificates for each candidate with the bid, or is this verified during the 3-day Agency Orientation?

A2. Vendor must provide.

Q3. Incumbent Personnel: Is there currently an incumbent contractor providing these services? If so, is it the Agency's preference or requirement that the successor vendor interview existing staff for potential retention to minimize transition turnover?

A3. Yes, but must meet the requirements of the contract.

Q4. Equipment and Supplies: Beyond uniforms and the training modules, is the Vendor expected to provide any equipment such as radios, patrol vehicles, or specialized reporting software, or will the agency provide all necessary hardware for on-site monitoring?

A4. No. Agency will provide the necessary hardware for monitoring.

Q5. Physical Fitness Testing: Section 3.10.5 mentions that fitness testing is conducted by the Vendor. Does the Agency require a specific standardized test result form, or is a certified letter from the Vendor's physician sufficient?

A5. Vendor must provide a letter stating that the security personnel has met the physical requirements

Q6. Does the security vendor need to provide a patrol vehicle?

A6. No.

Q7. Is there currently security at the facility?

A7. Yes.

Q8. **WV Cares.** Section 3.10.02 states that WV Cares backgrounds must be done at vendor's sole cost. What is the cost of WV Cares?

A8. WV Cares cost: Fingerprints - $37.25, Background Check - $25.00

Q9. **Start Date.** What is the anticipated start date for services to begin?

A9. Upon award of Vendor meeting specifications and compliance with state regulations

Q10. **Price Increases.** After the first year, if the additional option years are exercised, is that a mechanism to request a rate increase? If so, what is that mechanism?

A10. No rate increases.

Q11. **PPD Testing.** Are there required PPD tests, IE: TB test? If so, does the Client provide the testing on site and cover the cost?

A11. Vendor is responsible for providing the TB test initially for new hires.

Q12. **Insurance Limits.** The insurance requirements reference coverage limits stated as "at least" certain dollar amounts. Please confirm whether the Agency would accept stating insurance limits as specific required amounts rather than minimum thresholds (i.e. removing "at least" language), provided the Vendor maintains coverage meeting the stated limits throughout the contract term. Vendor seeks clarification to ensure consistent interpretation of the required insurance limits and avoid any implication that coverage in excess of the stated amounts is required to be disclosed.

A12. Per specifications, General Liability $1,000,000.00 and Automobile Liability Insurance $100,000.000

Q13. **Insurance Proof.** Please clarify the intent of the following language: "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." Vendor seeks confirmation that proof of insurance is required only for the insurance types and limits expressly required by the RFP and resulting contract, and that Vendor is not required to disclose insurance coverage in excess of or outside of those stated requirements, even if such coverage is maintained as part of Vendor's overall insurance program.

A13. Vendor must provide what is in the specifications.

End of questions.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2600000008

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.

Addendum Numbers Received:
(Check the box next to each addendum 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.

Belief In Justice Allies LLC DBA Signal of West Virginia
Company

Greg Pencosky
Authorized Signature

May 18, 2026
Date

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

REQUEST FOR QUOTATION - CRFQ VNF26*08

Security Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility (Agency) located at: 1 Freedom Way, Clarksburg, WV 26301 to establish an Open End Contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of Security Personnel to provide security services of unarmed security guards for the WV Veterans Nursing Facility in Clarksburg, WV.

   CURRENT ENVIRONMENT: WV VNF is a 120-bed Long-Term Care Facility for Veterans which includes a 20-bed Unit for Veterans with dementia. The current Security Personnel need is for two (2) Security Personnel per shift 24 hours per day, every day, including weekends and holidays. Current shifts are 8 hours each. One day-time person is at the skill level of a Sergeant. All others are at the skill level of Security Guard II. Other skill levels are included in this RFQ in case of emergency needs or special events.

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 **"Agency"** as used herein means the WV Veterans Nursing Facility and may be used interchangeably with the term "WVVNF" or "Facility".

   2.2 **"Breaks"** means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.

   2.3 **"Contract Item"** or **"Contract Items"** means the items identified in Section 3 below.

   2.4 **"Holidays"** means those days the Facility recognizes as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Black Friday, Christmas Day. The holiday time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay.

   2.5 **"Mandate"** means an order, directive, requirement, or assignment. For purposes of this contract, Security Personnel may be mandated to stay and work extra hours. See Section 4 for additional information.

   2.6 **"OJT"** means on the job training.

   2.7 **"Overtime"** is **one and a half times** the regular hourly pay rate and commences after completion of 40 regular hours worked in a work week.

   2.8 **"Other Important Dates"** means those days the Facility recognizes as other important dates outside of listed holidays, to include Easter Sunday, Mother's Day, Father's Day, and Veterans Day. The Other Important Dates time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before, the day of or the day

after an Other Important Date. Vendor employees calling off the day before, day of or the day after an Other Important Date may be required to forfeit their Holiday Pay, if any.

2.9 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

2.10 **"RFQ"** means the official request for quotation published by the Purchasing Division.

2.11 **"Security Personnel"** means the staff provided by the Vendor to provide the services listed on this contract and may be used interchangeably with the terms "Guard", "Officer", "staff", or "employee".

2.12 **"Shifts"** are the regularly scheduled 8-hour time periods of work per day.

2.13 **"Shift Differential"** means extra pay for certain hours worked. Shift Differential will not be paid separately and must be included in the hourly rate if the Vendor wishes to include it.

2.14 **"Skill Level"** means the level of training, experience, and/or qualifications required for each category of Security Personnel by Title as listed in Section 3.

2.15 **"Twelve (12) Panel Drug Screen"** means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.

2.16 **"Vendor"** as used herein means the company or contractor providing or bidding to provide security personnel to Agency and may be used interchangeably with the term "Bidder".

2.17 **"Work Week"** means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.

2.18 **"Weekend"** means the hours between Saturday at 12:01 a.m. and Sunday at midnight.

2.19 **"WV Cares"** means the West Virginia Clearance for Access: Registry and Employment Screening administrated by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.

2.20 **"WVVNF"** as used herein means the WV Veterans Nursing Facility and may be used interchangeably with the term "Agency".

3. GENERAL REQUIREMENTS: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1 **SECURITY SERVICES**

3.1.1 **VENDOR QUALIFICATIONS AND REFERENCES:** To qualify to receive an award of this contract, bidders must meet the following requirements:

3.1.1.1 Vendor must be able to provide all requested Security Personnel **within ten (10) business days** of Award of this Contract and receipt of the official written request for Security Personnel.

3.1.1.2 **Failure to Provide Security Personnel: The inability to provide the requested Security Personnel within the time allotted may be grounds for contract cancellation.**

3.1.1.3 **At no time shall Agency be left without Security Personnel on any date or shift. By signing its bid, Vendor certifies that it can fulfill these obligations and supply the Contract Items contained in its bid response.**

3.1.1.4 Vendor must have been an operating business entity for at least the past three (3) years.

3.1.1.5 Vendor must have a history of providing at least five (5) security personnel at a minimum of three separate locations in the past three (3) years.

3.1.1.6 Vendor must provide at least two (2) references prior to award for whom the bidder has provided security services in the past three (3) years, to include contact name, business name, city, state, phone number, and email address.

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

3.1.2 VENDOR RESPONSIBILITIES:

3.1.2.1 Vendor shall meet with Agency upon contract start and at least biannually thereafter. The meeting shall include Vendor's Contract Manager or assignee, CEO, President, Vice President, Owner, or other head of Security Services for the company.

3.1.2.2 Vendor will provide the Agency with a copy of the staffing schedule by the first day of each month.

3.1.2.3 Vendor's on-site Supervisor shall report to the Agency's Building & Grounds Manager and Administrator.

3.1.2.4 Vendor shall provide Uniforms for personnel as described herein.

3.1.2.5 Vendor shall develop and provide training as described herein.

3.1.2.6 Vendor shall provide certifications of training to the Agency.

3.1.2.7 Vendor shall enforce Agency's policies and procedures, including, but not limited to:

3.1.2.7.1 No personal cell phone, computer, tablets, headphones, ear buds, or other electronic device usage while on duty. **Security monitors must be continuously monitored without distraction** from electronic devices, books, magazines, or any other form of entertainment.

3.1.2.7.2 Vendor's on-site Supervisor shall report to the Agency's Building & Grounds Manager and Administrator.

3.1.2.7.3 Security Personnel MAY NOT allow anyone to view camera footage except the Building & Grounds Manager, Administrator, Assistant Administrator, Director of Nursing, and Assistant Director of Nursing.

3.1.2.7.4 All Security Personnel must attend "new hire" Orientation, which includes Dementia Training, provided by the Agency during weekday hours of 8 a.m. – 4:00 p.m. for 3 days, and annually thereafter. Time spent in Orientation will be paid.

3.1.2.7.5 All Security Personnel must complete Agency Orientation forms to show compliance with Policies and Procedures and knowledge of training provided during Orientation.

3.1.2.7.6 Agency retains the right to require Vendor to remove any Security Personnel upon request for any reason, with or without cause.

3.1.2.7.7 Agency may require any Security Personnel that does not follow any policy to be told not to return to work at the Agency.

3.1.2.7.8 The building and grounds of the Agency are a smoke-free facility. No one may smoke, vape, or use tobacco on the premises.

3.2 SCOPE OF WORK:

3.2.1 **General Staffing:** Vendor shall provide qualified, trained Security Staff to provide the following services, including, but not limited to:

3.2.1.1 Security services for buildings, facilities, grounds, parking, and rights-of-ways for employees and visitors, customers, and vendors;

3.2.1.2 Emergency response (contact local law enforcement, local emergency services, etc.).

3.2.1.3 Patrol/rover monitoring services (building, grounds, parking, etc.).

3.2.1.4 Report damage, leaks, falling debris, etc.

3.2.1.5 Access control.

3.2.1.6 Assist with Missing Resident situations.

3.2.1.7 Technology control station monitoring.

3.2.1.8 Daily briefings to the agency as requested, and next shift personnel.

3.2.1.9 Other related security/monitoring services as needed.

3.2.1.10 **The service requirements require coverage of 24 hours per day, 7 days per week, with a minimum of 2 Security Personnel per shift, with one being a higher skill level.**

3.2.1.11 Notwithstanding Contract Award requirements for staffing as listed in Section 3.1, Vendor must reply to the Agency's general staffing requests within forty-eight (48) hours of the submitted request to confirm the ability to supply the general staffing request.

3.2.1.12 **Vendor's inability to supply the general staffing request may be considered a vendor default under this Contract**

3.2.2 **Special Staffing:** Vendor may be requested to provide security for unplanned, special events ("Specials"). Such Specials can involve providing access control or security for special events, facility repairs, or construction activity.

3.2.2.1 The service requirements may vary and may require coverage for 24 hours per day for extended periods.

3.2.2.2 Vendor must reply to the Agency's special staffing request within forty-eight (48) hours of the submitted request to confirm the ability to supply the special staffing request.

3.2.2.3 **Vendor's inability to supply the special staffing request shall be considered a vendor default under this Contract**

3.2.3 **Emergency Staffing:** In the event the Agency determines that a situation is an emergency, the Agency may request additional Security Personnel coverage.

3.2.3.1 Vendor shall provide the additional emergency Security Personnel coverage requested within eight (8) hours of the submitted request.

3.2.3.2 The service requirements may vary and may require coverage for 24 hours per day for extended periods.

3.2.3.3 Vendor must reply to the Agency's special staffing request within two (2) hours of the submitted request to confirm the ability to supply the special staffing request.

3.2.3.4 **Vendor's inability to supply the special staffing request shall be considered a vendor default under this Contract**

3.2.4 **Independent Contractor: The** Vendor and its agents shall offer services to the Agency as an independent contractor and shall accept the requirements of these specifications as the responsibilities necessary to perform the function of a commercial guard service at a professional and sustained level of service.

3.3 TURNOVER CONTROL:

3.3.1 Turnover in the total number of Security Personnel provided to the Agency shall not exceed 25% per annum or 30% in one quarter.

3.3.2 Should turnover exceed these limitations, the Vendor shall, at their own expense, provide all training previously provided as necessary to ensure that the replacing Security Personnel possess a level of skill equal to the Security Personnel who have terminated service.

3.3.3 Vendor shall make all reasonable efforts to minimize attrition among trained, qualified Security Personnel.

3.3.4 Vendor should consider offering comparable market-rate wages and benefits in an effort to recruit qualified personnel and avoid turnover.

3.4 TRANSITIONAL REPORTING AND STAFF CONTACT:

3.4.1 At least 15 calendar days prior to the expiration or cancellation of this contract, the Vendor shall provide the Agency with contact information for each of the security personnel providing security service to the Agency.

3.4.2 The vendor shall permit the Agency and the winning bidder in subsequent bids of similar security contracts to contact the Vendor's personnel to discuss future employment with the winning bidder.

3.5 REPLACEMENT OF EQUIPMENT PROVISIONS:

3.5.1 The Vendor shall bear the cost of repair and/or replacement of any equipment provide by the Agency for use in performing the security services that is rendered inoperative due to misuse, or abuse by the contract employee using the equipment, (or failing to provide reasonable care and security,) or due to a failure to provide the contract employee with training sufficient to operate the equipment in a normal, safe, and effective manner.

3.5.2 This provision shall not apply to equipment failure mutually agreed by the Agency and the Vendor as having occurred as a result of normal use or wear.

3.6 OVERTIME, HOLIDAYS and OTHER IMPORTANT DATES:

3.6.1 Security Personnel may be required to work more than forty (40) hours in a work week. Any Temporary Employee working in excess of forty (40) hours per week must obtain prior authorization from the agency. Vendor shall make every effort to refrain from the need for overtime for any personnel assigned to the contract.

3.6.2 Vendor shall bill, and Agency shall pay 1.5 times the hourly billing rate contained on the Pricing Pages for all authorized work in excess of forty (40) hours per week.

3.6.3 Billing shall be on a separate line item on the invoice for overtime pay.

3.6.4 Security Personnel shall work on days recognized as a Holiday by the Agency. Vendor shall bill, and Agency shall pay 2 times the hourly billing rate for hours worked, but not more than 8 hours, on days recognized as a Holiday by the Agency.

3.6.5 Security Personnel shall work on days recognized as Other Important Dates by the Agency. Vendor shall bill, and Agency shall pay 1.5 times the hourly billing rate for hours worked, but not more than 8 hours, on days recognized as Other Important Date by the Agency.

3.6.6 In any instance where the Agency is billed 1.5 times the hourly billing rate, Vendor must pay the employee 1.5 times the employee's normal wage.

3.6.7 In any instance where the Agency is billed 2 times the hourly billing rate, Vendor must pay the employee 2 times the employee's normal wage.

3.7 SHIFTS and HOURS:

3.7.1 Working hours shall be 24 hours per day, 7 days per week, including Holidays and Weekends.

3.7.2 The Work Week begins on Saturday at 12:00 a.m. and ends on Friday at 11:59 p.m.

3.7.3 Weekdays begin Monday at 12:00 a.m. and end Friday at 11:59 p.m.

3.7.4 Weekends begin Saturday at 12:00 a.m. and end Sunday at 11:59 p.m.

3.7.5 Shifts are:

3.7.5.1	Day Shift	8:00 a.m. to 4:00 p.m.
3.7.5.2	Evening Shift	4:00 p.m. to 12:00 a.m.
3.7.5.3	Night Shift	12:00 a.m. to 8:00 a.m.

3.7.6 Each shift includes two paid 15-minute breaks and one paid half-hour lunch break.

3.8 FEE ADJUSTMENT CONTRACT MODIFICATION:

3.8.1 The Agency may consider, upon approval by the WV Purchasing Division, a vendor's request to increase the hourly billing rate only if the State of West Virginia minimum wage rate changes during the life of the contract and that rate change entitles the Security Personnel to an increased salary. Any adjustment shall be based on the actual dollar value of the increase, not a percentage.

3.8.2 Any request for an increase should be submitted to the Agency thirty (30) calendar days prior to the date of the increase and only at the optional renewal period of the contract. The Purchasing Division reserves the right to accept or reject the increase request and will amend accordingly or cancel and re-bid the contract. No other increases will be considered. This contract is firm-fixed-price, pricing expected to remain intact for the life of the contract.

3.9 REPORTING REQUIREMENTS:

3.9.1 **Reporting & Documentation of Incidents: The** Vendor or his designee shall be responsible for providing both a written and oral report of any incident that occurs on any shift, no later than the close of that shift period. This report shall be provided to the shift supervisor. An incident is defined as, but not limited to, the following:

3.9.1.1 Any wandering or missing Resident occurrence.

3.9.1.2 Any apparent or suspected criminal activity

3.9.1.3 Any criminal or civil charges brought against the Vendor or its personnel as it may relate to the contracted service.

3.9.1.4 Any apparent trespass of the Agency's property.

3.9.1.5 Any verbal or physical confrontation amongst any contract employee, Agency employee, guests or visitors

3.9.1.6 Any performance failure of the Vendor.

3.9.1.7 Any federal, state, or county regulatory requirement in which the Vendor is in noncompliance.

3.9.1.8 Any equipment or system failure associated with the performance of the contracted service.

3.9.1.9 Any fire or unsafe condition existing within the Agency's environment and observed by or reported to a contract employee, and emergency actions taken by the contract employee to eliminate or improve such conditions.

3.9.1.10 Any incident in which procedures governing the safe and orderly operation of the site are violated.

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

3.9.2.1 **Billing report**: Vendor shall submit a Billing report to the Agency and must include all timesheets for the work week, to include name, assignment, billing rate, dates, times, number of hours per day, and a total amount due and payable.

3.9.2.2 **Personnel Turnover Report: Vendor** shall submit a Personnel Turnover report to each Agency receiving services under this contract **quarterly on March 10, June 10, September 10, and December 10 of each year.**

The Personnel Turnover report shall contain the percentage of turnover the vendor experienced in its Security Personnel services provided to the Agency for each month of the quarter and for the entire quarterly period.

3.9.2.3 **Training report:** Vendor shall provide the Training report to each Agency receiving services under this contract on the **10th day of each month**. The training report should contain the following items: Name of the individuals completing the training, designation of classroom or on-the-job training, number of hours trained, and training topics covered.

3.9.2.4 **Proof of License Renewal and Insurance:** Vendor shall provide proof that all applicable licenses and insurance have been renewed each year the contract is renewed.

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

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

3.10 **SECURITY STAFF REQUIREMENTS:** The requirements set forth in this section pertain to the quality and performance capability of security staff assigned to this contract service. In the event specific requirements set forth herein are in conflict with any government regulations, the government regulations shall prevail.

3.10.1 **Candidate Minimum Qualifications:** Each candidate Vendor considers for performance of this contract shall have the minimum qualifications listed below prior to beginning the training process. Experience may be considered as a substitute for certain minimum qualifications when appropriate. To meet the minimum qualifications for performing under this contract, Vendor's employees must:

3.10.1.1 Be 18 years of age or older.

3.10.1.2 Have a high school diploma or equivalent written examination.

3.10.1.3 Be able to efficiently speak, read and write in the English language.

3.10.1.4 Have basic computer skills, including the ability to type at least 40 words per minute.

3.10.1.5 Be able to perform basic mathematical equations such as adding, subtracting, dividing, and multiplying, either with or without a calculator.

3.10.1.6 Pass a background check as outlined below.

3.10.1.7 Pass a physical examination and drug test as outlined below.

3.10.1.8 Pass a physical fitness test as outlined below.

3.10.1.9 Complete the required training as outlined below.

3.10.1.10 Pass a written, validated examination developed by the Vendor that is indicative of the candidate's ability to understand and perform the duties to be assigned.

Examinations must meet criteria that impartially measure the knowledge or skills required for the particular job or class of jobs the candidate seeks or that impartially affords the employer a chance to measure the applicant's ability to perform the job or particular class of job.

3.10.2 **Background Check:** All potential Security Personnel proposed for service under this contract must have a complete background check performed by **WV Cares** at Vendor's sole cost. Vendor must establish an account with WV Cares for background checks and fingerprinting. All Security Personnel submitted by Vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal).

3.10.2.1 The Vendor shall present the results of the background check and fingerprint validation report to the Agency for consideration prior to assigning any Security Personnel to perform under this contract.

3.10.3 **Drug Testing: Security** Personnel assigned to this contract must pass a Twelve (12) Panel Drug Screen prior to being assigned to perform under this contract and **annually** thereafter.

3.10.3.1 A guard is deemed to have passed the drug test if the guard is found to be free of all illegal and performance impairing substances (including alcohol).

3.10.3.2 Random drug testing can be requested by the Agency and paid for by the Agency.

3.10.4 **Physical Examination: Security** Personnel assigned to this contract must pass a physical examination by a licensed Physician prior to being assigned to perform under this contract.

3.10.4.1 Security Personnel are deemed to have passed the physical examination if they are found to be free from any hearing, sight, or physical limitations which would prevent performance of duties as stipulated in

the Medical Guidelines for West Virginia State Police, **Exhibit B** attached.

3.10.4.2 **All costs for the physical examinations will be the responsibility of the Vendor.**

3.10.4.3 The Physical Examinations shall be conducted by a licensed physician of the Vendor's choice and verification provided to the Agency upon successful completion.

3.10.5 **Physical Fitness Testing: Security** Personnel assigned to this contract must pass a physical fitness test prior to being assigned to perform under this contract.

3.10.5.1 The physical fitness testing standards will require that all Security Personnel are capable of the physical tasks as stipulated in the West Virginia State Police Physical Ability Standards, **Exhibit C** attached.

3.10.5.2 **Any costs for the physical fitness testing will be the responsibility of the Vendor.**

3.10.5.3 The Physical Fitness Test will be conducted by the Vendor and verification provided to the Agency upon successful completion.

3.10.6 **Testing Failure:**

3.10.6.1 If a potential Security Personnel fails the physical examination, drug testing or physical fitness testing, the guard shall not be employed to perform services under this contract.

3.10.6.2 If a Security Personnel already employed to provide services under this contract fails the drug testing, Vendor shall immediately remove the Security Personnel from service under this contract.

3.10.6.3 If a Security Personnel already employed to provide services under this contract fails the physical examination or physical fitness testing in subsequent years, the guard will be required to be retested within 60 calendar days after the date of the failed test.

3.10.6.3.1 If the guard fails either test for the second time, the guard will be removed from assignment from this contract until such time as the guard can successfully pass the physical examination and physical fitness test.

3.10.7 **Minimum Training Before Assignment: The** Vendor must provide training to all Security Personnel before assignment to the Agency under this contract or provide evidence acceptable to the Agency that the Security Personnel has an equivalent skill level to that established in the training program.

3.10.7.1 All training and instruction shall be provided by the Vendor or Vendor's assignee at the Vendor's expense.

3.10.7.2 All training modules must have the advance approval of the Agency.

3.10.7.3 The training modules listed are to be developed by the Vendor and submitted for approval to the Agency.

3.10.7.4 All training instructors must have experience and qualifications satisfactory to the Agency.

3.10.7.5 The required pre-assignment training includes the six modules listed below, at a minimum. Agency reserves the right to require additional training if it deems such additional training necessary.

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

b. ***Module 2: The Protected Environment (minimum of 1.5 hours)*** The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.

c. ***Module 3: Legal Powers and Limitations (minimum of 3 hours)*** This module shall include a discussion of the philosophy of prevention versus apprehension; the concept of timely intervention in a developing situation; the limitations of arrest powers and the agency's requirements in these matters; the use of force and the need to establish ability, opportunity, and jeopardy to self and others; and the limitations on search and seizure and the Agency's requirements in these matters

d. ***Module 4: Standard Operating Procedures (minimum of 3 hours)*** This module shall include a description of entry-level job responsibilities pertaining to assignment to the Agency's premises; basic administrative practices of the Agency; familiarization with Agency procedures and documentation practices; identification of the Agency's access-control and alarm systems; and handling confrontations on the Agency's premises.

e. ***Module 5: Emergency Practices (minimum of 2 hours)*** This module shall include identification and discussion of types of emergencies that may occur, and the emergency response required for Resident elopement, fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness, and workplace violence.

f. ***Module 6: Review (minimum of 1 hour)***

3.10.7.6 **Minimum Training for Limited Assignment Personnel (Special and Emergency Staffing):** Temporary limited assignment of Security Personnel above and beyond the normal requirement may be requested during an emergency situation or special event. Temporary limited assignment may not exceed sixty (60) calendar days. Any individual assigned as temporary must complete the following three training modules prior to providing service under this contract.

a. Module 1: The Security Responsibility
b. Module 2: The Protected Environment
c. Module 5: Emergency Practices

3.10.8 **On-the-job Training (OJT):** During the first 60 days of assignment to the contract, the Vendor shall provide on-the-job training to all Security Personnel assigned to the contract as outlined in the modules below. Any deviations must be mutually agreed in writing. The Agency shall provide "new hire" Orientation and annual refresher Orientation. Time spent in Orientation and/or OJT will be paid the same as if it were time spent working.

3.10.8.1 On-the-job training may only be conducted under the direct supervision of qualified Security Personnel (approved by the Agency) who has by practice and experience, a working knowledge of all of the Agency's practices and procedures relating to the safety and security matters of the site.

3.10.8.2 The Vendor shall provide evidence of the completion of such training, detailing the instruction matters covered and instruction periods in each specific area upon request to the agency. The Vendor bears the responsibility of coordinating this instruction with the shift supervisor to ensure the required protection level is maintained at all times.

3.10.8.3 On-the-job training will be conducted during periods when the trainee is exposed to the maximum learning opportunity as it relates to activity and the ability to participate in active occurrences under the supervision of the senior Security Personnel.

3.10.8.4 The training will involve the trainee in live performance experience in the areas identified for such time periods as may be deemed reasonable by the instructor for a trainee to learn the complexities of each task. At such time as the assigned training Security Personnel advises that the trainee has mastered the requirements of a particular area, a new area of training will be undertaken.

3.10.8.5 **NOTE:** In no cases shall the on-the-job training requirement be less than stated above, regardless of the entry-level experience of the trainee. The learning emphasis will be as follows:

On-the-job Training 1: Prevention/Protection

A. Patrol requirements
B. Communications, Radios, Cameras and Door Alarms

C. Hazard identification: initial action and reporting
D. Identification systems; badges; sign-in sheets
E. Package screening procedures
F. Reporting requirements
G. Visitors, Residents, Contractors, and Deliveries
H. Response to response to alarms and emergency situations
I. Traffic and parking control and enforcement
J. Specific escort requirements
K. Appearance, bearing, and demeanor.
L. Timesheets, time clocks

On-the-job Training 2: Enforcement

A. Handling confrontations with Agency's employees, visitors, and contractors
B. Normal business contacts with Agency's employees, senior executives, visitors, special guests, and contractors
C. Specific post instructions
D. Enforcement responsibilities of Agency's procedures and regulations
E. Review of criminal law procedures regarding potential site confrontations
F. Documentation of and preservation of evidence
G. Limitations on search and seizure
H. Proper report writing

On-the-Job Training 3: Emergency Procedures

A. Basic first aid practices
B. Firefighting practices
C. Evacuation practices
D. Bomb search practices
E. Power failure practices

On-the-Job Training 4: Special Equipment Training

A. Operation of radio communication systems
B. Console operation practices
C. Operation of computerized alarm and access control systems
D. Operation of Closed-Circuit Television system for monitoring and tracking.

3.10.9 Certification of Qualification:

Vendor shall provide to the Agency a letter or affidavit for each Security Personnel assigned to the contract certifying under the penalty of false swearing that the Security Personnel has met all of the hiring and training requirements as set forth in the contract. **NOTE:** False swearing will be grounds for termination of the Security Personnel from assignment to this contract and/or Vendor default of contract.

3.10.10 Skill Level Categories:

Security Personnel assigned to the Agency under this contract may qualify for four (4) distinct skill level categories. A general description of each category is provided below. Vendor must validate that the requirements of each category are met before personnel are assigned to work at that skill level.

Vendor shall provide Security Personnel at the skill level(s) requested by the Agency and shall continue to provide the same until such time as the Agency requests otherwise.

3.10.10.1 Vendor shall provide Security Personnel within the number of days as specified in Sections 3.1 and 3.2.

3.10.10.2 If the vendor is unable to provide Security Personnel at the requested skill level, the Vendor shall supply Security Personnel with a higher skill level at the original requested skill level hourly billing rate.

3.10.10.3 Providing Security Personnel with a lower skill level than that requested is not permitted.

3.10.10.4 **Failure to Provide Security Personnel: The inability to provide Security Personnel at the skill level requested or an acceptable substitute are grounds for contract cancellation.**

Security Personnel Skill Levels:

I. **Security Officer I - (Not currently used but included in case of emergency or special event): A** Security Officer I must have successfully completed the following, and a minimum of 12.5 hours of classroom training and the prescribed on-the-job training to be considered qualified to fill the least-skilled category.

- **a)** Security Officer Orientation
- **b)** Role of the Security Officer
- **c)** Report Writing
- **d)** Legal Powers and Limitations
- **e)** Preventing Discrimination & Harassment
- **f)** Emergency Procedures
- **g)** Bloodborne Pathogens
- **h)** Access Control
- **i)** Communications & Public Relations
- **j)** Customer Service
- **k)** Professionalism & Ethics
- **l)** Use of Force
- **m)** Workplace Violence
- **n)** Site OJT

II. **Security Officer II** - shall have completed Security Officer 1 training and the following:

a) Fire Safety Officer
b) Physical Security & Loss Prevention
c) Patrol
d) Crime Prevention & Response
e) Workplace Safety
f) Advanced Report Writing
g) Preventing Workplace Violence
h) Emergency Situations
i) Dealing with Aggressive Behavior
j) Ready Response

III. **Security Officer III/ Shift Supervisor - (Not currently used, but included in case of emergency or special event):** shall have completed Security Officer 1 and 2 training and the following:

a) Customer Relations
b) Time Management
c) Basic Investigations
d) Cultural Diversity
e) Strikes, Pickets, & Crowd Control

IV. **Sergeant & Lieutenant IV/ Site Supervisor** – shall have completed all Security Officer 1, 2 and 3 training and the following:

a) Interpersonal Communications
b) Managing Conflict
c) Interviewing Witnesses & Suspects
d) Teamwork
e) Principals of Leadership

3.10.11 On-site Supervisory Responsibilities (for each shift):

Security Personnel of a higher skill level will be responsible for the control and accuracy of time records for all contract personnel and exercise overall supervision and direction of the security personnel. The minimum acceptable skill level for this section shall be "Sergeant".

3.10.12 Shift Continuity:

The Vendor shall ensure that resources are available for the Vendor to coordinate multiple shift operations.

Security Personnel will not leave their post until relieved by the corresponding officer posted to the next shift.

3.10.13 Alternate Replacement Personnel:

The Vendor may, from time to time, identify a need for additional alternate Security Personnel to fulfill a temporary service or relieve vacations and sickness of permanent personnel. In such instances, the Vendor and Agency will evaluate the

minimum skill requirements and pre-screening practices required based on the available lead time and the nature of temporary assignments to meet the service needs. Any deviation from the requirements of the contract must be agreed to in writing by the Agency and the Vendor.

3.10.14 Uniforms:

3.10.14.1 The Vendor shall provide, at Vendor's sole cost, at least five (5) pairs of tactical pants, five (5) polo shirts, and seasonal outerwear for each Security Officer assigned to the contract 24 hours or more per week.

3.10.14.2 The Vendor shall provide, at Vendor's sole cost, at least two (2) pairs of tactical pants and two (2) polo shirts for each Security Officer assigned to the contract 12-24 hours per week.

3.10.14.3 **No Security Personnel may be assigned to the contract without at least one uniform shirt.**

3.10.14.4 Vendor shall supply individual printed name badges for all personnel assigned to the contract.

3.10.14.5 All uniforms, badges, insignias, and logos must be approved by the Agency in regard to style, construction, color, and adherence to professionalism.

3.10.14.6 Seasonal outerwear shall consist of a winter coat and hat, and a spring/fall jacket and hat, at a minimum. Both should be weatherproof with tactical pockets.

3.10.14.7 Vendor(s) are required to submit pictures of uniforms with all badges as proposed (including cold weather gear) upon request.

3.10.15 Appearance and Personal Hygiene:

To enhance public respect and recognition, employees shall strive to keep a neat and clean appearance while on duty. It is unacceptable conduct for Security Personnel to practice poor personal hygiene or poor grooming habits while in the performance of their duties. **The Agency may request the removal of any Security Personnel not following these guidelines.** The following rules shall govern the appearance and personal hygiene issues of any Security Personnel providing service to the Agency under this contract.

3.10.15.1 Male and Female Employees:

a. Body piercings, including earrings, which are visible anytime while on duty and/or in uniform is prohibited.
b. Necklaces may not be worn while on duty for safety reasons.
c. A bracelet may be worn only if it contains medical information concerning the member and does not create a safety hazard.

d. No more than one ring shall be worn on each hand, except that a combination engagement and wedding band may be worn by females.
e. Rings shall not have sharp edges that would create a hazard to the employee when wearing gloves.
f. No personal items shall be visible from the uniform pockets except appropriate writing pens.
g. Hairstyles that may be considered "fads" or "special hairstyles" or "designs" are prohibited.

3.10.15.2 Male Uniformed Employees:

a. Hairstyles may be either tapered or block cut, but must be worn in a neat, conservative, and professional manner at all times.
b. The hair length shall not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck.
c. If an employee desires to wear sideburns, mustache, or beard, they must be neatly groomed.

3.10.15.3 Female Uniformed Employees:

a. Hairstyles must be worn in a neat, conservative, and professional manner at all times.
b. Hair may be pulled back and secured with elastic bands. Hair clasps, barrettes, or other fasteners, hair nets, ribbons, beads, and so forth are prohibited from being worn.
c. Hair color shall be of a conservative shade and have no unnatural tones of color. Spraying substances, color, or glitter is prohibited.
d. False eyelashes are prohibited.
e. If worn, cosmetics shall be conservative and professional in appearance, understated rather than overwhelming in application, and shall blend in with the natural color of the skin.

3.10.16 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the Agency, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for all requirements of the contract, and payment of all subcontractors.

4 CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items **meeting the required specifications** for the **lowest overall total** as shown on the Pricing Pages. Vendor must supply all the Contract Items. Failure to provide pricing for all Contract Items may result in the vendor's bid being disqualified.

4.2 **Pricing Pages:** Vendor must complete the **Exhibit A Pricing Pages** by providing an all-inclusive hourly billing rate for each Contract Item and then multiplying the hourly billing rate times the estimated hours to get the extended amount. The total for the extended amount column should be totaled at the bottom of the pricing page to show the total cost. The Pricing Pages have been provided in Excel and formatted to automatically calculate the bid scenario. However, it is the vendor's responsibility to ensure the calculations for their bid are correct before submitting. In the event of any errors, the Unit Price shall prevail. Vendors shall complete the Pricing Pages in their entirety as failure to do so will result in the Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated 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.

Vendors should type or electronically enter the information into the Exhibit A Pricing Pages to prevent errors in the evaluation.

Vendors should enter the Total Contract Amount in wvOASIS.

5 ORDERING AND PAYMENT:

5.1 **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.

5.1.1 Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. The vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.1.2 Vendor should provide an email address and fax number where orders may be sent.

5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for

all services provided. Vendor shall submit one invoice per week, including a copy of timesheets as backup documentation.

6 **TRAVEL:** It is mandatory that a vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the agency separately.

7 **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:

7.1 Vendor must identify personnel which will be issued access cards and/or keys to perform service.

7.2 Vendor will be responsible for controlling cards and keys and will pay a replacement fee of $50 for each access card lost, stolen, or not returned to the Facility.

7.3 Vendor shall notify Facility immediately of any lost, stolen, or missing card or key.

7.4 Anyone performing under this Contract will be subject to Facility's security protocol and procedures, a copy of which is available upon request.

7.5 Vendor shall inform all staff of Facility's security protocol and procedures.

8 **VENDOR DEFAULT: The following shall be considered a Vendor Default under this Contract:**

8.1 Failure to perform Contract Services in accordance with the requirements contained herein.

8.2 Failure to comply with other specifications and requirements contained herein.

8.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.4 Failure to remedy deficient performance upon request.

8.5 The following remedies shall be available to Agency upon default.

8.5.1 Immediate cancellation of the Contract.
8.5.2 Immediate cancellation of one or more release orders issued under this Contract.
8.5.3 Any other remedies available in law or equity.

9 **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.

Name: Paul Alekna

Title: Executive Director

Office Phone: 304-703-2228

Cell Phone: 330-284-9166

Email: palekna@teamsignal.com

10 **Emergency Contact:** During its performance of this Contract, Vendor must designate and maintain an Emergency Contact responsible for any Contract issues that may arise outside of normal business hours. The Emergency Contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendor shall supply its Emergency Contact information upon request.

Name: Gregory Pencosky

Title: Owner

Office Phone:304-703-2228

Cell Phone: 724-747-8601

Email Address: gpencosky@teamsignal.com

Exhibit A - Pricing Page - CRFQ VNF26*08
SECURITY PERSONNEL

Weekdays: Mon - Fri:		Day Shift			Evening Shift			Night Shift		
Item No.	Security Personnel	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total
1	Security Guard I	1	$21.88	$ 21.88	1	$21.88	$ 21.88	1	$21.88	$ 21.88
2	Security Guard II	2,080	$22.88	$ 47,590.40	8,320	$22.88	$ 190,361.60	8,320	$22.88	$ 190,361.60
3	Security Guard III	1	$24.88	$ 24.88	1	$24.88	$ 24.88	1	$24.88	$ 24.88
4	Sergeant/Lieutenant (IV)	2,080	$24.88	$ 51,750.40	1	$24.88	$ 24.88	1	$24.88	$ 24.88
Weekdays Subtotals:		**Day Shift Subtotal:**		**$ 99,387.56**	**Evening Shift Subtotal:**		**$ 190,433.24**	**Night Shift Subtotal:**		**$ 190,433.24**

Weekends: Sat - Sun:		Day Shift			Evening Shift			Night Shift		
Item No.	Security Personnel	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total	Estimated Hours*	Hourly Rate**	Total
1	Security Guard I	1	$22.88	$ 22.88	1	$22.88	$ 22.88	1	$22.88	$ 22.88
2	Security Guard II	1,664	$22.88	$ 38,072.32	1,664	$22.88	$ 38,072.32	1,664	$22.88	$ 38,072.32
3	Security Guard III	1	$23.88	$ 23.88	1	$23.88	$ 23.88	1	$23.88	$ 23.88
4	Sergeant/Lieutenant (IV)	1	$24.88	$ 24.88	1	$24.88	$ 24.88	1	$24.88	$ 24.88
Weekends Subtotals:		**Day Shift Subtotal:**		**$ 38,119.08**	**Evening Shift Subtotal:**		**$ 38,119.08**	**Night Shift Subtotal:**		**$ 38,119.08**
Subtotals Weekdays + Weekends:				**$ 137,506.64**			**$ 228,552.32**			**$ 228,552.32**
									GRAND TOTAL:	**$ 594,611.28**

***Estimated number of hours is not guaranteed.**

****Hourly Rate must be all-inclusive. Holidays, Other Important Dates and Overtime shall be paid as stated in Specifications. All incidentals must be built in to the hourly rate as no expenses shall be paid separately.**

**** Shift Differential, if any, must be included in the hourly rates and will not be paid separately.**

Vendor Information			
Vendor:	Belief In Justice Allies LLC, DBA Signal of West Virginia	Printed Name:	Greg Pencosky
Address:	1337 Koons Rd, North Canton, OH 44720	Title:	Owner
		*Signature	Greg Pencosky
Office Phone:	304-703-2228	*I hereby certify I am authorized by the Vendor to sign this document.*	
Cell Phone:	724-747-8601		
Fax:		Email:	gpencosky@teamsignal.com