



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header  10 List View**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)**Procurement Folder:** 816359**Procurement Type:** Central Master Agreement**Vendor ID:** **Legal Name:** SECURE CARE SYSTEMS INC**Alias/DBA:****Total Bid:** \$38,471.00**Response Date:** **Response Time:** **Responded By User ID:** **First Name:** **Last Name:** **Email:** **Phone:** **SO Doc Code:** CRFQ**SO Dept:** 0613**SO Doc ID:** VNF2100000014**Published Date:** 12/10/20**Close Date:** 12/22/20**Close Time:** 13:30**Status:** Closed**Solicitation Description:** **Total of Header Attachments:** 10**Total of All Attachments:** 10

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Elopement Prevention System maintenance				38471.00

Comm Code	Manufacturer	Specification	Model #
92121700			

Commodity Line Comments:

Extended Description:

Elopement Prevention System maintenance



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: 816359
Doc Description: Addendum No.1 Elopement Prevention System Maintenance Repair

Reason for Modification:
 Addendum No.1
 To correct technical question time
 deadline.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-12-10	2020-12-22 13:30	CRFQ 0613 VNF2100000014	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000176707
Vendor Name : Secure Care Health Systems, Inc.
Address : 6968
Street : Engle Road
City : Middleburg Hts.
State : Ohio **Country :** USA **Zip :** 44130
Principal Contact : Nicholas Mierau
Vendor Contact Phone: 440-826-0324 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

**Vendor
 Signature X**

FEIN# 34-1467639

DATE 12/15/2020

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

ADDITIONAL INFORMATION

Addendum 1 to correct technical questions deadline from 11:00 pm to 11:00 am

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV 26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elopement Prevention System maintenance				

Comm Code	Manufacturer	Specification	Model #
92121700			

Extended Description:

Elopement Prevention System maintenance

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 11:00 am	2020-12-14

	Document Phase	Document Description	Page
VNF2100000014	Draft	Addendum No.1 Elopement Prevention System Maintenance Repair	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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ADDITIONAL INFORMATION

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INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elopement Prevention System maintenance				

Comm Code	Manufacturer	Specification	Model #
92121700			

Extended Description:
Elopement Prevention System maintenance

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 11:00 am	2020-12-14

	Document Phase	Document Description	Page 3
VNF210000014	Final	Addendum No.1 Elopement Prevention System Maintenance Repair	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ – VNF2100000014
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2100000014 (“Solicitation”) 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
- Other

Description of Modification to Solicitation:

1. To correct technical questions deadline from 11:00 pm to 11:00 pm
2. Bid open remains the same.

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 ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO VNF2100000014

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)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

Secure Care Health Systems, Inc.

Company



Nicholas Mierau - V.P.

Authorized Signature

12/15/2020

Date

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



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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State of West Virginia
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Proc Folder: 816359			Reason for Modification:
Doc Description: Elopement Prevention System Maintenance & Repair			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-12-10	2020-12-22 13:30	CRFQ 0613 VNF2100000014	1

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 PURCHASING DIVISION
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FOR INFORMATION CONTACT THE BUYER
 David H Pauline
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 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 34-1467639 **DATE** 12/15/2020

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ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility (WV VNF) located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end contract for maintenance, inspections, repairs and parts for the Elopement Prevention and Card Access System, per the attached documentation.

The Pricing Page, Exhibit F, must be completed and attached with the Vendor's submitted bid whether submitting an electronic bid or paper bid.

PLEASE NOTE: SEE SECTION 7 - REQUIRED DOCUMENTS IN THE GENERAL TERMS AND CONDITIONS PORTION OF THE CRFQ. A BID BOND, PERFORMANCE AND LABOR/MATERIAL BONDS ARE REQUIRED FOR THIS PROJECT.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elopement Prevention System maintenance				

Comm Code	Manufacturer	Specification	Model #
92121700			

Extended Description:

Elopement Prevention System maintenance

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 11:00 pm	2020-12-14

	Document Phase	Document Description	Page
VNF210000014	Final	Elopement Prevention System Maintenance & Repair	3

ADDITIONAL TERMS AND CONDITIONS

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 Purchasing Division
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State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 816359			Reason for Modification:
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Date Issued	Solicitation Closes	Solicitation No	Version
2020-12-10	2020-12-22 13:30	CRFQ 0613 VNF2100000014	1

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Vendor Signature X  **FEIN#** 34-1467639 **DATE** 12/15/2020

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INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY
CLARKSBURG WV 26301 US	CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elopement Prevention System maintenance				

Comm Code	Manufacturer	Specification	Model #
92121700			

Extended Description:
Elopement Prevention System maintenance

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions due by 11:00 pm	2020-12-14

	Document Phase	Document Description	Page 3
VNF2100000014	Draft	Elopement Prevention System Maintenance & Repair	

ADDITIONAL TERMS AND CONDITIONS

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 14, 2020 by 11:00 am

Submit Questions to: David Pauline
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: david.h.pauline@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 22, 2020 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

Revised 01/09/2020

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

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

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on upon award and extends for a period of ONE (1) year(s).

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 a 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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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 listed 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 and must include the State as an additional insured on each policy 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 or not 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.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

45. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Secure Care Health Systems, Inc.
Contractor's License No.: WV- WV060020

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

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

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

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

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

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

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

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

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

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

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

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.


Nicholas Mierau - V.P.

(Name, Title)
Nicholas Mierau - Vice President

(Printed Name and Title)
6968 Engle Road Middleburg Hts., OH 44130

(Address)
PH #: 440-826-0324 Fax #: 440-234-3953

(Phone Number) / (Fax Number)
NICK@SECURECARE-USA.COM

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Secure Care Health Systems, Inc.

(Company)

Nicholas Mierau - V.P.

(Authorized Signature) (Representative Name, Title)
Nicholas Mierau - Vice President

(Printed Name and Title of Authorized Representative)
12/15/2020

(Date)
PH #: 440-826-0324 Fax #: 440-234-3953

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ VNF21*14
Elopement Prevention and Card Access System Parts and Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility (WV VNF or Agency) located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end contract for maintenance, inspections, repairs, and parts for its Elopement Prevention and Card Access System. This contract shall include Materials, Labor and Equipment for a variety of equipment as per the following specifications and as listed in Exhibit A.

Current Environment: Agency has equipment listed in Exhibit A. The obsolete equipment may eventually be replaced to match current equipment, at Agency's discretion. Any new equipment will need to be bid out separately.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Services"** means the list of items identified Exhibit A, Section 3.1 below and on the Pricing Pages.
 - 2.2 **"Equipment" or "System"** means the Elopement Prevention and Card Access Systems and their peripheral systems or equipment, including but not limited to those items listed in Exhibit A.
 - 2.3 **"Pricing Pages"** means the pages contained in wvOASIS or attached hereto as Exhibit F, upon which Vendor should list its proposed price for the Contract Services.
 - 2.4 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.5 **"Holidays"** means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, West Virginia Day (June 20), Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day After Thanksgiving, and Christmas Day.
 - 2.6 **"Manufacturer's Specifications"** are written guidelines established by a manufacturer for the installation and operation of the manufacturer's equipment.

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Elopement Prevention and Card Access System Parts and Maintenance

3. QUALIFICATIONS:

- 3.1 EXPERIENCE:** Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained equipment of the type, character and magnitude currently being utilized by the Agency and included on the list of equipment, attached hereto as Exhibit A, on two or more occasions in the last five years. Vendor shall furnish this information on the attached Exhibit D prior to contract award.

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

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

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Elopement Prevention and Card Access System Parts and Maintenance

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 PREVENTIVE MAINTENANCE:

4.1.1.1 Vendor shall perform regularly scheduled work performed to prevent a malfunction or failure in the equipment and that is known and anticipated in advance rather than one-time repairs on a quarterly basis with a schedule mutually agreed upon by the Vendor and the Agency.

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

4.1.1.3 Vendor shall submit a proposed schedule of Preventive Maintenance within 10 days of being awarded this contract for approval by the Agency, at Agency's discretion.

4.1.1.4 Vendor shall create facility specific maintenance forms for all Preventive Maintenance schedules (see Exhibit C) and submit to Agency within 30 days of award of this contract for approval by Agency.

4.1.2 CORRECTIVE MAINTENANCE:

4.1.2.1 Vendor shall perform Corrective Maintenance as needed to restore the Elopement Prevention and Card Access Systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.

4.1.2.2 Vendor shall respond to Corrective Maintenance calls from Agency by phone within **four (4) hours** and must arrive on site to begin performance as soon as possible, but no later than **twenty-four (24) hours** after Vendor is notified of the request. Vendor may only deviate from the required twenty-four (4) hour response time with written permission from the Agency.

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Elopement Prevention and Card Access System Parts and Maintenance

4.1.2.3 Corrective Maintenance must be performed between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time, in writing.

4.1.2.4 Vendor shall not perform any maintenance under this contract without prior approval from Agency.

4.1.3 EMERGENCY MAINTENANCE:

4.1.3.1 During the life of this Contract, the Agency may have the need for repair services on an emergency basis. Emergency maintenance calls shall be placed to the Vendor by an authorized Agency Representative (Exhibit B). Vendor must respond to all emergency requests within **two (2) hours** of notification. Vendor must arrive on site to begin work no later than **eight (8) hours** after notification.

4.1.3.2 If the Vendor is unable to respond on site within eight (8) hours for any Emergency service, the Vendor must contact the Agency in writing prior to the expiration of the given time allowed. The deadline to respond on site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of an email, text or fax to an authorized Agency Representative on Exhibit B.

4.1.3.3 **Additionally, liquidated damages will be imposed against the Vendor in the amount of \$100.00 per hour for failing to meet the required onsite response time in an emergency situation unless written approval is obtained.**

4.1.4 LABOR WARRANTY:

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

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Elopement Prevention and Card Access System Parts and Maintenance

4.1.5 PARTS:

- 4.1.5.1 Vendor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications.
- 4.1.5.2 Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, wire ties and electrical connectors.
- 4.1.5.3 Vendor shall supply all tools, tool accessories, personal safety equipment and supplies necessary to execute the responsibilities of this Contract.
- 4.1.5.4 The Vendor shall provide parts to the Agency at the lowest possible cost. The Vendor shall price parts to the state on his cost (list minus any discounts) multiplied by any mark-up required. The Vendor may be required to provide any and all price lists for audit purposes.
- 4.1.5.5 Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$2,500.
- 4.1.5.6 Vendor shall be responsible for procuring all necessary parts needed to perform maintenance under this contract within the required timeframes established herein.
- 4.1.5.7 Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by the Agency. All replacement parts shall be new and equal to or better than original manufacturer's parts.
- 4.1.5.8 Parts for emergency Corrective Maintenance must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. The Vendor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Vendor may not arrange for expedited delivery of parts without prior approval from the Agency in writing.

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4.1.5.9 If the Vendor is unable to provide and install parts within 48 hours of any corrective maintenance call (regular or emergency), the Vendor must notify the Agency in writing. Written requests and approval may be in the form of a text, email or fax.

4.1.5.10 The Agency will pay for freight charges for parts obtained for Corrective Maintenance or Emergency Maintenance only in the following circumstances only:

- a. If the Agency requests expedited shipping. Such request must be made in writing and attached to the Vendor's invoice.
- b. Regular freight charges shall not be permitted unless written permission is provided from the Agency and attached to the Vendor's invoice.

- c. Permitted freight charges will be reimbursed at a pass-through cost, no markup shall be permitted. Vendor shall provide a copy of the itemized freight/shipping bill showing the original cost with Vendor's invoice.

4.1.6 PARTS WARRANTY: The Vendor shall provide a copy of the manufacturer's warranty on parts with the invoice. Vendor will furnish a warranty of a minimum of one (1) year on all parts or up to and including the extent of the manufacturer warranty.

4.1.7 REPORTS: Vendor shall provide all the reports as outlined below.

4.1.7.1 Preventive Maintenance Log: Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of the equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a quarterly basis.

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4.1.7.2 Wiring Diagram: Vendor shall maintain updated wiring diagrams for the equipment. Vendor must permanently mount wiring diagrams on full-size display panels near the equipment controllers. These wiring diagrams are to remain the property of the Agency and will be surrendered upon termination of this contract.

4.1.7.3 Corrective Maintenance Log: Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

4.1.7.4 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

5. CONTRACT AWARD:

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

5.2 Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A quarterly preventive maintenance cost, an hourly labor rate for corrective and emergency maintenance, a parts multiplier (for mark-up percentage) and a total overall cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

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The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

An example of a properly completed Pricing Page is shown below for reference purposes only:

Quarterly Charge	x	4 quarters	=	Total Yearly Cost
<u>\$200</u>	x	<u>4</u>	=	<u>\$800.00</u>
Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
Corrective Maintenance				
<u>\$ 50</u>		x <u>200</u>	=	<u>\$ 10,000</u>
Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
Emergency Maintenance				
<u>\$ 50</u>		x <u>200</u>	=	<u>\$ 10,000</u>
Estimated Parts Cost		x	Multiplier	=
<u>\$10,000.00</u>		x	<u>1.20</u>	=
				<u>\$ 12,000</u>
Total Cost				<u>\$ 32,800</u>

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** Agency shall pay quarterly for Preventive Maintenance, and hourly for other services, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Parts shall be paid after receipt of order. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3** Vendor shall notify an authorized Agency Representative listed on Exhibit B when they plan to be at the facility.
 - 9.4** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.5** Anyone performing under this Contract will be subject to Agency's security protocol and procedures per Exhibit E.
 - 9.6** Vendor shall inform all staff of Agency's security protocol and procedures.
- 10. VENDOR DEFAULT:**
- 10.1** The following shall be considered a vendor default under this Contract.
 - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
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Elopement Prevention and Card Access System Parts and Maintenance

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

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Nicholas Mierau

Telephone Number: Office 440-826-0324

Telephone Number: Cell _____

Fax Number: 440-234-3953

Email Address: NICK@SECURECARE-USA.COM

REQUEST FOR QUOTATION
CRFQ VNF21*14
Elopement Prevention and Card Access System Parts and Maintenance

EXHIBIT A – EQUIPMENT LIST

- **Door Controllers**
18 – Door Guardian SC-40 ID Exit Panel with Plug in Power Supplies
- **Card Readers**
49 – IEI Prox. Pad Plus
- **External Antennas**
24 – Door Guardian SC-A03590902 Universal External Receiver
- **Power Supplies**
3 – Altronix AL600ULPD8
- **Maglocks**
21 – Doortronics 1107xEDR
- **Monitors**
6 – WBOX OE-22LED
- **Transmitters**
60 – Door Guardian SC-40 ID 90° Non Cutband Adult Transmitters
- **Software**
1 – Door Guardian Secure Care Software Version 3.x
1 – Hub Manager control Software
- **Testers**
2 – Door Guardian SC-40 STAT Tester

- **Card Readers**
12 JCI Readers (Obsolete)
- **Power Supplies**
3 – JCI Power Supplies (Obsolete)
- **Software**
1 – JCI Software (Obsolete)

REQUEST FOR QUOTATION
CRFQ VNF21*14
Elopement Prevention and Card Access System Parts and Maintenance

EXHIBIT B

WVNF AUTHORIZED CONTACTS

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

CONTACT IN THIS ORDER:

Rickie Carothers, Building & Grounds Manager

Office: (304) 626-1600 x.2093

Cell: (304) 838-3784

Email: Rickie.L.Carothers@wv.gov

Fax: (304) 626-1611

Linda Malcomb, Office Assistant, Maintenance Department

Office (304) 626-1600 x.2092

Email: Linda.L.Malcomb@wv.gov

Fax: (304) 626-1611

Sherri Reed, Acting Director

Office (304) 626-1600 x.2006

Cell: (304) 838-0413

Email: Sherri.A.Reed@wv.gov

Fax: (304) 626-1908

**REQUEST FOR QUOTATION
CRFQ VNF21*14
Elopement Prevention and Card Access System Parts and Maintenance**

EXHIBIT C – SAMPLE SERVICE CHECKLIST

Wander Prevention Door and Panel Inspection and Checklist

Facility Name: _____ Facility Address: _____

Date: _____ Door Name/Number: _____ Double Single

System Panel Type: _____ DE Bone Gray ID (Address): _____

Flush Surface Other

Mag. Lock W/Delay Egress: Yes No Type: 301 "Z" Other (See notes) Qty: _____

Antenna: Yes No Qty: _____ System Frequency: _____

Panel Section:			Preventive Maintenance Description	
Verified	Not Applicable	Other		
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Panel Warranty (Sticker)	Date: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Rechargeable battery	Expiration Date: _____ <input type="checkbox"/> Replaced
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Wire terminal blocks/connections	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Contact connections (Fire, Door, Lock, Ant., Nurse)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Panel sounder/panel lights working	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Keypad function	Condition: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	4 screws in faceplate	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Fire alarm test (Mag. Release)	<input type="checkbox"/> Chirp (1000DE only)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Advanced security mode (1000 DE only)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Elevator interface	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Codes used properly (not programmer)	User code: _____ Programmer Code: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	PM program	Lock: _____ Unlock: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Exterior keypad working Quantity: _____	<input type="checkbox"/> Gasket Condition: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Exterior push button working	<input type="checkbox"/> Gasket Condition: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Motion detector working	Voltage: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Activates nurse station	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Interfaced with handicap door operator	Date last tested (from facility test log) _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Delayed egress interlock for exterior security	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	15 sec. delayed egress verified	

Notes:

**REQUEST FOR QUOTATION
CRFQ VNF21*14
Elopement Prevention and Card Access System Parts and Maintenance**

Wander Prevention Door and Panel Inspection and Checklist

Lock Section:

Verified	Not Applicable	Other	Preventive Maintenance Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Egress switch adjustment wheel working
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Meets 80 inch height requirement
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Lock engages and locks
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Magnetic door contacts
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Magnetic lock hardware/components
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	E. D. R. releases maglock
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Proper life safety 101 signage

Set screw secure: Yes No

E.D.R. transformer type: _____

E.D.R. transformer location: _____

Sign: Clear Contrast

Notes:

Antenna Section:

Verified	Not Applicable	Other	Preventive Maintenance Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Activates lock & light on panel
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Range properly set
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Antenna housing & mounting screws secure
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Carbon rod/coil intact
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Antenna warranty (sticker)

Range setting: _____

Date: _____

Notes:

Power Box Section/Plug in Type:

Verified	Not Applicable	Other	Preventive Maintenance Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Circuit/receptacle powering device
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Lock & panel transformer voltage
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Receptacle code compliant
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Connected to emergency power

Location: _____

Voltage: _____

Panel voltage: _____ Lock voltage: _____

Enclosure box Yes No

Location: _____

Notes:

Power Box Section/Direct Wire Type:

Verified	Not Applicable	Other	Preventive Maintenance Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Power box inspection (sticker)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Power box inspection initials (sticker)

Location: _____

Date: _____

Initials: _____

**REQUEST FOR QUOTATION
CRFQ VNF21*14
Elopement Prevention and Card Access System Parts and Maintenance**

Wander Prevention Door and Panel Inspection and Checklist

Power Box Section/Direct Wire Type: Cont.

Verified	Not Applicable	Other	Preventive Maintenance Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Contact connections (fire, door, lock, ant., nurse)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Wire terminal blocks/connections secure
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Lights on front working
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Panel transformer
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Lock transformer
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Staff has keys to panel/panel locked

Location: _____

Voltage: _____

Voltage: _____

Notes:

Proxy Pad Section:

Verified	Not Applicable	Other	Preventive Maintenance Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Power to Keypad
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Lights on Keypad
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Responds to P.I.N. input
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Responds to FOB swipe

Voltage: _____

Notes:

Transmitter Section:

Verified	Not Applicable	Other	Preventive Maintenance Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Physical Inspection of Transmitter
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Physical Inspection of Band
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Transmitter Battery Expired
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> See Notes	Transmission Signal Test

Quantity Replaced: _____

Quantity Replaced: _____

Quantity Replaced: _____

Quantity Replaced: _____

Notes:

SIGNING INDICATES ACKNOWLEDGEMENT OF INFORMATION ON ALL 3 PAGES

Signature: _____

FACILITY AUTHORIZED REPRESENTATIVE

Print: _____

Signature: _____

CERTIFIED TECHNICIAN

Print: _____

Technician Lic. No. _____

EXHIBIT
"E"



WORKPLACE SECURITY

I. PURPOSE

To describe to all individuals (e.g., employees, volunteers, visitors, clients/customers, vendors/independent contractors and the general public) the security measures in effect for State government workplaces and within the Capitol Complex and to provide general advice and guidance to employees who may be faced with threatening or dangerous workplace situations.

II. DEFINITIONS

- A. Agency: The agencies and boards of the executive branch of state government provided in W. Va. Code § 5F-2-1 and any affiliated county health department.
- B. Dangerous/Deadly Weapon: An instrument which is designed to be used to produce serious bodily injury or death or is readily adaptable to such use. The term "dangerous/deadly weapon" shall include, but not be limited to:
 - 1. firearms, knives, blackjacks, metallic/false knuckles, and nunchaku as defined in W. Va. Code § 61-7-2, or other deadly weapons of like kind or character;
 - 2. explosive, chemical, biological, and radiological materials; or,
 - 3. non-lethal or self-defense weapons except as provided in subsection III.B.2.c of this policy.
- C. Employee: Any person who lawfully occupies a permanent or temporary position with an Executive agency of the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this policy, "employee" shall also include authorized students and interns performing services for an agency under direct supervision irrespective of receipt of wages.
- D. Identification Badge: An official identification card issued to all State employees which contains the employee's name, photograph, the name of the employee's department and division as well as the employee's official identification number, and the date of the card's issuance.
- E. Locked Inside or Locked To: To be in a locked motor vehicle; in a locked trunk, glove box, or other interior compartment; in a locked container securely fixed to a motor vehicle; or, secured and locked to a motor vehicle itself by the use of some form of attachment and lock.



WORKPLACE SECURITY

- F. Motor Vehicle: Any privately-owned automobile, truck, minivan, sports utility vehicle, motor home, recreational vehicle, motorcycle, motor scooter, or any other vehicle operated on the roads of this state and, which is required to be registered under state law.
- G. Pepper Spray: A temporarily disabling aerosol that is composed partly of capsicum oleoresin and causes irritation, blinding of the eyes, and inflammation of the nose, throat, and skin that is intended for self-defense use.
- H. Proximity Card: A State-issued access or key card that permits an employee to enter a State-owned or leased facility within set parameters of day, date, and time.
- I. Threatening Behavior: Conduct assessed, judged, observed, or perceived by a reasonable person to be so outrageous and extreme as to cause severe emotional distress, or to cause, or is likely to result in, bodily harm.
- J. Vendor/Independent Contractor: Any entity or person responsible for the performance of work under a vendor agreement or contract, including employees of temporary staffing agencies.
- K. Volunteer: Any authorized individual directly engaged in the performance of services for a State or affiliated agency without promise, expectation, or receipt of compensation.
- L. Workplace: A site where work or service is performed in connection with the employment or service of an employee or vendor/independent contractor. The workplace shall include, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, or other means of conveyance (either private or public, while engaged in the performance of duties), and parking areas owned, leased, or operated by the State.

III. POLICY

It is the policy of the State of West Virginia to take reasonable measures to ensure the health, safety, and welfare of State employees and the general public they serve, while in the buildings or on the grounds of the Capitol Complex and all other State government workplaces by screening mail and monitoring and limiting the access of all individuals to State government workplaces. In addition, this policy prohibits the possession, by an unauthorized individual, of any firearm or dangerous/deadly weapon or the exhibition of threatening or assaultive behavior in any public-owned or leased building or work site.

- A. Coverage: The provisions of this policy apply to all employees of West Virginia Executive agencies, including executive, administrative, classified, non-classified, exempt, volunteer and temporary employees, and employees of county health departments affiliated with the West Virginia



WORKPLACE SECURITY

Division of Personnel, as well as to their clients/customers, visitors, vendors/independent contractors and to the general public, unless otherwise noted. This policy is applicable while vendors/independent contractors, volunteers, and employees are engaged in any work/service-related activity which includes performance of agency business. Work/service-related activity includes, but is not limited to, conducting work/service, participating in training, representing the employer, receiving awards, speaking as a representative of the employer, and participation in receptions when invited as a result of employment/service with the employer.

B. Possession of a Firearm or Dangerous/Deadly Weapon

1. The possession of firearms or other dangerous/deadly weapons in the workplace by any individual, including any individual who possesses a license to carry a concealed weapon, is prohibited. Any employee who violates this prohibition shall be subject to disciplinary action, up to and including dismissal, and may be subject to arrest and criminal prosecution.
2. The above prohibition (III.B.1.) does not apply to the following:
 - a. Any federal, state, or local government security or law enforcement personnel, or other employee who, because of the nature of his or her work, is duly authorized by his or her appointing authority to possess a firearm; Provided such person may only possess the firearm while engaged in his or her official capacity. For purposes of this policy, such individual is not considered to be engaged in his or her official capacity while participating in a grievance proceeding.
 - b. Firearms lawfully stored in a personal motor vehicle (i.e., vehicles not owned, rented, or leased by the State and used by the employee in the course of employment). Unless otherwise prohibited, any person lawfully allowed to be present in the area may keep a lawfully possessed firearm stored out of view, locked inside, or locked to a personal motor vehicle.
 - c. A canister of pepper spray less than or equal to one ounce used solely for self-defense purposes by any person over the age of sixteen (16) at the Capitol Complex and other State government workplaces.
 - d. State property specifically designated for hunting or target shooting.
 - e. Employees of local health departments affiliated with the Division of Personnel. Local boards of health are encouraged to implement policies to address the possession of dangerous/deadly weapons at their respective workplaces.
3. Folding pocket knives, folding knives carried in a sheath on the belt, and box cutters/razor blades with a blade not more than three and one-half inches in length are permitted in the workplace, when used for their intended purpose and not otherwise restricted by the



WORKPLACE SECURITY

appointing authority. Any knife or box cutter that is used in a threatening manner shall be treated as a dangerous/deadly weapon.

4. Possession of replica or deactivated weapons in the workplace, other than for legitimate business purposes, is prohibited by this policy.
- C. Threatening or Assaultive Behavior: Threatening or assaultive behavior will not be tolerated and must be resolved immediately by managers/supervisors on a case-by-case basis. Any employee engaging in such behavior shall be subject to disciplinary action, up to and including dismissal. Any person (e.g., client, customer, vendor/independent contractor, visitor, etc.) who exhibits threatening, hostile, or abusive behavior, either physically or verbally, or who otherwise willfully interrupts or disrupts the orderly and peaceful process of any department, division, or agency of State government, may be denied services and may be subject to arrest and criminal prosecution. In determining whether an individual poses a threat or a danger, consideration must be given to the context in which a threat is made and to the following:
- the perception that a threat is real;
 - the nature and severity of potential harm;
 - the likelihood that harm will occur;
 - the imminence of the potential harm;
 - the duration of risk; and/or,
 - the past behavior of an individual.
- D. Monitoring Mail and Deliveries: All mail delivered to the Capitol Complex by the U. S. Postal Service, and packages delivered by any delivery service shall be visually inspected. If warranted, any mail item or package shall be x-rayed to determine if it contains explosives, a weapon, or other dangerous substances.
- E. Restricted Access to Capitol Complex Office Buildings
1. Employee Identification (ID) Badge - Each State employee who works in the Capitol Complex shall prominently display his or her State-issued ID Badge at all times while inside a Capitol Complex building. Any employee who cannot prominently display his or her ID Badge due to safety reasons shall keep his or her ID Badge on his or her person and shall produce it, upon request, to confirm his or her identity. Any employee who refuses or otherwise fails to display or produce his or her ID Badge shall be barred from entering any Capitol Complex building and may be subject to disciplinary action, up to and including dismissal.
 2. Visitor Identification Badge - Every visitor entering a building in the Capitol Complex shall prominently display his or her Visitor's Badge during the entire length of his or her visit to the building. Visitor's Badges will be issued at public access areas or by other pre-arrangements



WORKPLACE SECURITY

and will expire at the end of each day. Any visitor who refuses to wear or display a Visitor's Badge shall be denied access to Capitol Complex buildings.

3. Employee Proximity Card - Each employee working in the Capitol Complex shall utilize a State-issued proximity card when entering any Capitol Complex building requiring a proximity card. Any employee who forgets, loses, or misplaces his or her proximity card shall be required to undergo the same screening that visitors and other non-employees are subjected to when attempting to enter any Capitol Complex building.

Refusal of an employee to submit to such screening shall result in the employee being refused admission to the building and the employee may be subject to disciplinary action, up to and including dismissal. Any employee who loans or permits another person to use his or her proximity card may have his or her proximity card revoked and shall be subject to disciplinary action, up to and including dismissal.

4. Employee Access - Any employee, by using his or her proximity card, will normally be able to freely enter, without being subject to security screening, the specific Capitol Complex building(s) authorized by his or her employer on the specific days and during the specific hours authorized by his or her employer. Any employee wishing to enter any Capitol Complex building(s) on day(s) or at times not authorized by his or her employer, shall be subject to the same security screening as a visitor.
5. Door Security - When entering or exiting a Capitol Complex building through a secure doorway, employees are responsible for swiping his or her proximity card upon entrance and ensuring the door closes securely behind them and that unauthorized individuals do not follow them into the building. For this reason, employees should not use the Americans with Disabilities Act (ADA) paddle to enter and exit unless such accommodation is required. No door is to be propped open or otherwise rendered to allow a non-authorized person access to a Capitol Complex building. Any employee who violates this provision may have his or her proximity card revoked, shall be subject to disciplinary action, up to and including dismissal, and may be subject to arrest and criminal prosecution.
6. Separating Employees - When any employee leaves employment with an agency, he or she shall surrender to his or her immediate supervisor the State-issued proximity card and ID Badge, unless he or she is transferring to another State agency, in which case he or she may retain the proximity card. Each departing employee shall surrender his or her ID Badge even if he or she is transferring to another agency in the same office building. Any departing employee who fails to surrender his or her ID Badge or proximity card, or both when required, to his or her employer shall be subject to civil action in a court of competent jurisdiction for the recovery of such State property.
7. Vendors/Independent Contractors - Vendors who deliver goods and independent contractors who visit the Capitol Complex or other covered workplace to perform services, shall be



WORKPLACE SECURITY

subjected to the same screening procedures as other visitors seeking admittance to such workplaces and shall observe all other regulations applicable to visitors in general.

8. Visitors - All visitors who seek entrance to a Capitol Complex building with secured entrances shall be required to pass through an x-ray security screening device, as shall any packages, parcels, or containers they may be carrying. In addition, such individuals may be required to empty the pockets of their clothing. Those individuals who cannot successfully pass through x-ray security screening shall be subject to scanning by a hand-held metal detector or similar device. Prohibited items will not be confiscated or held by the staff of the Division of Protective Services.

Anyone possessing a prohibited item will not be permitted to enter until the prohibited item is no longer in their possession. Any visitor who refuses to submit to such screening shall be denied access to secured Capitol Complex buildings.

- F. Appointing authorities, with the approval of the Division of Protective Services, are authorized to establish measures to restrict access to State government workplaces outside the Capitol Complex in accordance with the purpose of this policy and applicable laws and regulations.

IV. RESPONSIBILITIES

- A. Agencies: It shall be the responsibility of each agency to:
 1. Post the Workplace Security policy in a central location of the agency, and at all satellite offices and to post the Workplace Security Poster or other applicable signage at all entrances, exits, and throughout each work site.
 2. Distribute a copy of the policy and the appropriate Workplace Security Acknowledgment Form (Appendix A or B) to each current employee and to new employees during enrollment and orientation; and maintain the signed acknowledgment form in each employee's personnel file.
 3. Establish internal written procedures to ensure a safe working environment and develop specific plans to respond to and defuse potentially dangerous or threatening situations.
 4. Ensure that employees are informed of the internal procedures pertaining to how to respond and what agencies to call when dealing with hazardous or dangerous situations which involve threatening behavior, firearms, suspected explosive devices, or biohazards.
 5. Enforce the provisions of this policy and administer appropriate disciplinary action for any violation.
 6. Ensure that vendors/independent contractors have executed agreements to ensure



WORKPLACE SECURITY

compliance with workplace security requirements.

- B. West Virginia Division of Personnel: In conjunction with the Division of Protective Services, shall provide training to all State government supervisors and managers regarding workplace safety and security measures.
- C. Employees: It shall be the responsibility of each employee to:
 - 1. Abide by the terms of this policy and other applicable laws, rules, and policies;
 - 2. Understand that violation of any and all sections of this policy may lead to disciplinary action, up to and including dismissal;
 - 3. Acknowledge understanding of and compliance with this policy by signing the appropriate Workplace Security Acknowledgment Form (Appendix A or B);
 - 4. Participate in required training;
 - 5. Notify his or her agency head, the human resource director, or immediate supervisor, or, if necessary, law enforcement officials regarding threats, potential acts of violence, or violent activities, including domestic violence situations that may impact the workplace;
 - 6. Not retaliate against those who participate in the complaint and/or investigation process; and,
 - 7. Inform his or her supervisor immediately upon being served a restraining or protective order.

V. PROCEDURES

- A. Possession of a Firearm/Concealed Weapon/Threatening or Assaultive Behavior: Any employee who knows or suspects that an unauthorized person, (such as a fellow-employee, visitor, vendor/independent contractor, etc.) unlawfully possesses a firearm or other dangerous/deadly weapon, or that any person is engaged in threatening behavior or language while on State property, shall notify his or her agency head, human resource director or immediate supervisor, and if necessary, should call 911, the Division of Protective Services at 304-558-9911, or other appropriate law enforcement officials. While supervisors and employees may attempt to peacefully calm threatening behavior, under no circumstances should any employee attempt to confiscate any firearm or dangerous/deadly weapon from any individual.
- B. Workplace Searches: As a public employer, each appointing authority may open and inspect public properties for a work-related purpose. Additionally, based on a reasonable, good faith, objective suspicion of a present danger, appointing authorities may search not only an employee's



WORKPLACE SECURITY

work area, locker, or desk, but also personal property, which may include a briefcase, purse, lunch box, backpack, or motor vehicle while on the employer's premises.

1. A search of the workplace must be reasonable based on the totality of the circumstances in which the search takes place. Such a search must be based on a reasonable, good faith, objective suspicion, and should have the approval, in advance, of the appointing authority, or designee. When possible, the Division of Protective Services should be consulted prior to the search. All searches must satisfy the following criteria:
 - a. the search was justified at the time it was conducted, and
 - b. the search must be reasonably related in scope to the circumstances which led to the search.
2. Only under compelling circumstances should an agency search an employee's person or clothing and any such search shall be conducted in a confidential manner by someone of the same gender and take place in a secure and private area, in the presence of a witness, who is also of the same gender.
3. No appointing authority may violate the privacy rights of an employee, client/customer, or visitor by:
 - a. Making a verbal or written inquiry regarding the presence or absence of a firearm locked inside or locked to a motor vehicle in a parking lot; or
 - b. Conducting an actual search of a motor vehicle in a parking lot to ascertain the presence of a firearm within the vehicle. Provided, that a search of a motor vehicle in a parking lot to ascertain the presence of a firearm within that motor vehicle may only be conducted by on-duty, law enforcement personnel, in accordance with statutory and constitutional protections.
4. No appointing authority may take any action against an employee, client/customer or visitor based upon verbal or written statements of any party concerning possession of a firearm stored inside a motor vehicle in a parking lot for lawful purposes, except upon statements made pertaining to unlawful purposes or threats of unlawful actions involving a firearm made in violation of West Virginia Code § 61-6-24.

VI. REFERENCES

- A. West Virginia Code § 61-7-1 *et seq.*



WORKPLACE SECURITY

- B. West Virginia Code § 61-3B-5, Trespass on State government property; aiding and abetting penalties.
- C. West Virginia Code § 61-6-1b, Disorderly conduct; penalty.
- D. West Virginia Code § 61-6-19, Willful disruption of governmental processes; offenses occurring at State capitol complex; penalties.
- E. West Virginia Code § 29-6-1 *et seq.*

VII. **EFFECTIVE DATE:** May 1, 1995.

VIII. REVISIONS

- A. Previous Revisions: July 1, 2002, June 1, 2018, and July 1, 2018.
- B. Latest Revision: May 11, 2020.

IX. **POLICY NUMBER:** DOP-P15.

Approved and Issued By:

A handwritten signature in blue ink that reads "Sheryl R. Webb".

Sheryl R. Webb, Director of Personnel

Date Signed: April 23, 2020



WORKPLACE SECURITY

POLICY – APPENDIX A

WORKPLACE SECURITY

EMPLOYEE ACKNOWLEDGMENT FORM

I hereby certify that I have received a copy of the Division of Personnel’s *Workplace Security* policy and have read and understand the policy. I understand that exhibiting violent behavior, issuing threats, or other activities as indicated are a violation of this policy. I also realize that participating in, encouraging, or instigating threats or violent activities is prohibited. I understand that violation of this policy may result in disciplinary action up to and including dismissal. I understand that certain violations of this policy may result in arrest and criminal prosecution.

I acknowledge responsibility to notify my agency head, the human resource director, my immediate supervisor, or, if necessary, law enforcement officials regarding threats, potential acts of violence, or violent activities. I realize that reported allegations must be made in good faith. I understand that knowingly making unwarranted allegations will be viewed as an attempt to disrupt agency operations and may result in disciplinary action.

I acknowledge that, except as provided in Section III.B. of the *Workplace Security* policy, I am prohibited from having at my workplace or on my person, any firearm or dangerous/deadly weapon. I realize my employer has the right to search my work area, desk, or under compelling circumstances, personal possessions, or person, for dangerous/deadly weapons, and may seize any prohibited item deemed necessary and take any warranted disciplinary action accordingly.

My signature acknowledges my receipt of the policy and my understanding of its contents. My signature does not indicate that I agree with the content of the policy.



Employee’s Signature

Nicholas Mierau

Employee’s Name (Print)

Date: 12/15/2020

TO BE COMPLETED BY SUPERVISOR

I certify that I have discussed with and provided the above-named employee a copy of the West Virginia Division of Personnel *Workplace Security* policy (DOP-P15).

Supervisor’s Signature

Supervisor’s Name (Print)

Date: _____

Distribution: Original – Human Resources
Copy – Employee

FORM DOP-P15-AF



WORKPLACE SECURITY

POLICY – APPENDIX B

WORKPLACE SECURITY

CAPITOL COMPLEX EMPLOYEE ACKNOWLEDGMENT FORM

I hereby certify that I have received a copy of the Division of Personnel's *Workplace Security* policy and have read and understand the policy. I understand that exhibiting violent behavior, issuing threats, or other activities as indicated are a violation of this policy. I also realize that participating in, encouraging, or instigating threats or violent activities is prohibited. I understand that I am responsible for properly entering and exiting Capitol Complex office buildings; for prominently displaying my ID Badge (or producing it upon request if my job duties prevent me from prominently displaying my ID Badge), and for maintaining possession of my Proximity Card. I understand that violation of this policy may result in disciplinary action up to and including dismissal. I understand that certain violations of this policy may result in arrest and criminal prosecution.

I acknowledge responsibility to notify my agency head, the human resource director, my immediate supervisor, or, if necessary, law enforcement officials regarding threats, potential acts of violence, or violent activities. I realize that reported allegations must be made in good faith. I understand that knowingly making unwarranted allegations will be viewed as an attempt to disrupt agency operations and may result in disciplinary action.

I acknowledge that, except as provided in Section III.B. of the *Workplace Security* policy, I am prohibited from having at my workplace or on my person, any firearm or dangerous/deadly weapon. I realize my employer has the right to search my work area, desk, or under compelling circumstances, personal possessions, or person, for dangerous/deadly weapons, and may seize any prohibited item deemed necessary and take any warranted disciplinary action accordingly.

My signature acknowledges my receipt of the policy and my understanding of its contents. My signature does not indicate that I agree with the content of the policy.



Employee's Signature

Nicholas Mierau

Employee's Name (Print)

Date: 12/15/2020

TO BE COMPLETED BY SUPERVISOR

I certify that I have discussed with and provided the above-named employee a copy of the West Virginia Division of Personnel *Workplace Security* policy (DOP-P15).

Supervisor's Signature

Supervisor's Name (Print)

Date: _____

Distribution: Original – Human Resources
Copy – Employee

FORM DOP-P15 – CCAF



**PROHIBITED
FIREARMS
DANGEROUS/DEADLY WEAPONS
THREATENING/ASSAULTIVE BEHAVIOR**

The possession of firearms or dangerous/deadly weapons on these premises by any individual, including any individual who possesses a license to carry a concealed weapon, is prohibited.

EXCEPTIONS

- On-duty federal, state, or local government law enforcement/security personnel or employees authorized to carry a firearm only while engaged in official duties.
- State property specifically designated for hunting or target shooting.
- Unless otherwise prohibited, any person lawfully allowed to be present in the area may keep a lawfully possessed firearm stored out of view, locked inside, or locked to a personal motor vehicle. A canister of pepper spray less than or equal to one ounce used solely for self-defense purposes by any person over the age of sixteen (16) at the Capitol Complex, and other State government workplaces, is also allowed.

Individuals seeking entrance to State-owned, leased, or operated facilities may be subject to security screening procedures which include:

- ✓ Passing through a metal detector, and
- ✓ Having personal possessions (e.g., purses, briefcases, backpacks, etc.) x-rayed or manually searched.

Threatening or assaultive behavior is prohibited. Any person who exhibits threatening or assaultive behavior, physical or verbal, or who otherwise willfully disrupts the orderly and peaceful process of any department, division, or agency of State government, may be subject to arrest and criminal prosecution.

PENALTIES

Any person who, upon request, refuses to vacate the premises while unlawfully possessing a firearm or other deadly/dangerous weapon may be charged with a misdemeanor, and upon conviction, may be fined not more than \$1000 or be confined in jail for not more than 6 months, or both. (*W. Va. Code § 61-7-14*)

Any person who engages in threatening or assaultive behavior may be subject to arrest and criminal prosecution. (*W. Va. Code §§ 61-6-1b and 61-6-19*)

Any employee who violates the provisions of the West Virginia Division of Personnel's *Workplace Security* policy is subject to disciplinary action, up to and including dismissal.

The policy and posters are available at: www.personnel.wv.gov/rules/policies/Pages/default.aspx or call 304-558-3950 to request that forms be emailed to you.

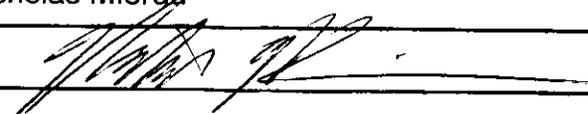
THANK YOU FOR YOUR COOPERATION

**Exhibit F -CRFQ VNF21*14
Pricing Page**

Line	Item	Unit of Measure	# of Times per Year*	UNIT PRICE	ANNUAL PRICE
1	Preventive Maintenance: Parts/labor/travel will not be paid separately.	Quarterly	4	\$1,849.00	\$ 7,396.00 -
	Item	Unit of Measure	Estimated Annual Hours*	UNIT PRICE	Extended Amount
2	Corrective Maintenance: Travel will not be paid separately	Hour	80	\$85.00	\$6,800.00 -
3	Emergency Maintenance: Travel will not be paid separately	Hour	20	\$170.00	\$ 3,400.00 -
	Estimated Parts Cost*		Markup Percentage		Extended Amount
4	\$20,000.00 + \$875.00 (bond/license)		0		\$20,875.00
OVERALL COST:					\$38,471.00 -

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

***DO NOT ALTER ESTIMATED AMOUNTS**

Vendor:	Secure Care Health Systems, Inc.		
Address:	6968 Engle Road		
	Middleburg Hts., OH 44130-3420		
Phone:	440-826-0324		
Email:	NICK@SECURECARE-USA.COM		
Name:	Nicholas Mierau		
Signature:		Date:	12/15/2020

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Secure Care Health Systems, Inc.

Authorized Signature: *Nicholas Mierau* Date: 12/15/2020

State of Ohio Nicholas Mierau - V.P.

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 15 day of December, 2020.

My Commission expires October 24, 2025.

AFFIX SEAL HERE

NOTARY PUBLIC *Susan Shells*



SUSAN SHELLS
Notary Public
State of Ohio
My Comm. Expires
October 24, 2025



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

I, Nicholas Mierau, after being first duly sworn, depose and state as follows:

1. I am an employee of Secure Care Health Systems, Inc.; and,
(Company Name)
2. I do hereby attest that Secure Care Health Systems, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Nicholas Mierau

Signature: *Nicholas Mierau*

Title: Vice President

Company Name: Secure Care Health Systems, Inc.

Date: 12/15/2020

STATE OF ~~WEST VIRGINIA~~, Ohio

COUNTY OF Cuyahoga, TO-WIT:

Taken, subscribed and sworn to before me this 15 day of December, 2020.

By Commission expires October 24, 2025

(Seal)



SUSAN SHELLS
Notary Public
State of Ohio
My Comm. Expires
October 24, 2025

Susan Shells
(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code § 21-1D-7b**, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: CRFQ 0613 VNF2100000014

Contract Purpose: Elopement Prevention System Maintenance & Repair

Agency Requesting Work: State of West Virginia Dept. of Admin. Purchasing Div.

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Secure Care Health Systems, Inc.

Vendor Telephone: 440-826-0324

Vendor Address: 6968 Engle Road
Middleburg Hts., OH 44130-3420

Vendor Fax: 440-234-3953

Vendor E-Mail: NICK@SECURECARE-USA.COM



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Secure Care Health Systems Inc
of 6968 Engle Rd, Middleburg Heights, OH 44130, as Principal, and Atlantic Specialty Insurance
Company of 605 Highway 169 N, Plymouth, MN 55441, a corporation organized and existing under the laws of the State of New York
with its principal office in the City of Plymouth, MN, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of total bid amount (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Elopement Prevention System Maintenance & Repair

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 17th day of December, 2020.

Principal Seal

Secure Care Health Systems Inc
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
Nicholas Mireau - V.P.
(Title)

Surety Seal

Atlantic Specialty Insurance Company
(Name of Surety)
[Signature]
Mark Draugler Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Mark S. Drengler, Christie Howard, Gayle E. McClellan, Adam A. Schlade, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

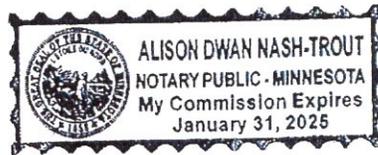
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of December, 2020

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary

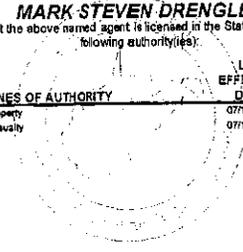
State of West Virginia

License No: [REDACTED] Agent License NPN: 515443

MARK STEVEN DREGLER

This is to certify that the above named agent is licensed in the State of West Virginia with the following authority(ies):

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Property Casualty	07/12/1996 07/12/1996	12/31/2021



MARK STEVEN DREGLER
 7540 SAWMILL PKWY STE D
 POWELL OH 43065-9845

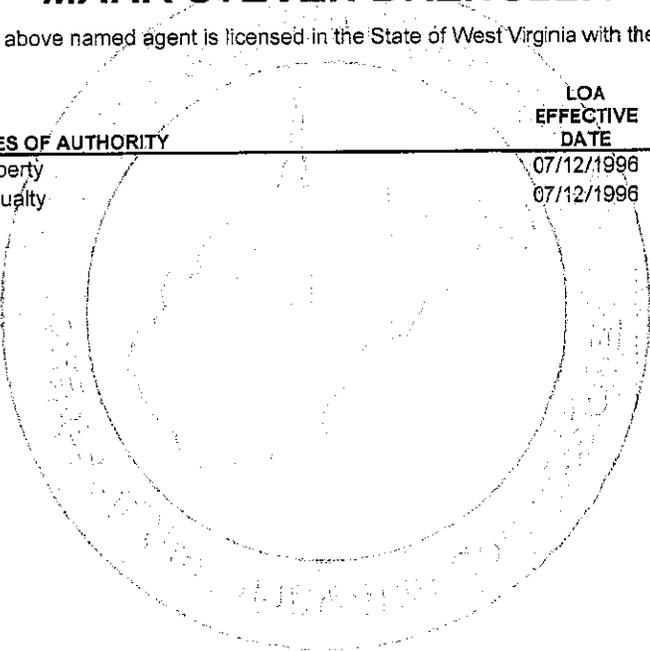
State of West Virginia

License No: [REDACTED] Agent License NPN: 515443

MARK STEVEN DREGLER

This is to certify that the above named agent is licensed in the State of West Virginia with the following authority(ies):

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Property Casualty	07/12/1996 07/12/1996	12/31/2021



Please visit <https://sbs.naic.org/solar-external-lookup/license-manager> for the current status of this license.

**ATLANTIC SPECIALTY INSURANCE COMPANY
GENERAL AGREEMENT OF INDEMNITY**

This General Agreement of Indemnity (Agreement) is made and entered into this 8th day of December, 2020 by:

Name	Social Security or Tax ID Number
Secure Care Health Systems, Inc.	[REDACTED]
Howard Launsbach	[REDACTED]
Gina Launsbach	[REDACTED]
Harvey MacIvor	[REDACTED]

Together with any of their respective partnerships, associations, corporations, successors, assigns, affiliates, any related entities, subsidiaries and/or divisions of the Indemnitors whether now existing or hereafter formed or acquired (hereinafter collectively referred to as "Indemnitors"), jointly, severally, collectively and individually, and for the benefit of The Guarantee Company of North America USA, Atlantic Specialty Insurance Company, The Guarantee Company of North America, Intact Insurance Company and any of their present and future direct or indirect parent companies, any of their present or future direct or indirect affiliates, subsidiaries, and/or co-sureties and any of the aforementioned entities' successors or assigns, (hereinafter referred to as "Surety").

In consideration of the execution of any such Bonds for Principal and as an inducement to such execution by Surety, the Indemnitors, jointly and severally, agree as follows.

DEFINITIONS: Where they appear in this Agreement, the following terms shall be considered as defined in this paragraph:

Principal: One or more Indemnitors or any existing or future partnerships, joint ventures (whether silent or disclosed), associations, limited liability companies, corporations or other legal or commercial entities in which Indemnitors have or will have a substantial, material, financial and/or beneficial interest, including subsidiaries, associated and affiliated companies who alone or with other Person(s) have secured or may secure the performance and fulfillment of obligations by Bond(s), executed, provided or procured by Surety.

Bond: Any and all bonds, undertakings, contracts of suretyship, guaranties or indemnity, issued on behalf of the Principal and signed by the Surety or Additional Sureties, or by the Surety or Additional Sureties and any co-sureties, or procured for the Principal by the Surety or Additional Sureties, whether such bonds, undertakings, contracts of suretyship, guaranties or indemnity are executed before or after the execution of this Agreement.

Surety: Any one or combination of the following: The Guarantee Company of North America USA, Atlantic Specialty Insurance Company, The Guarantee Company of North America, Intact Insurance Company or any of their present and future direct or indirect affiliates, subsidiaries or parent companies, any person or entity joining with any of the aforesaid companies in executing any Bond, executing any Bond at their request or providing reinsurance to them with respect to any Bond and any subsidiaries, successors, and assigns thereof.

Contract: Any agreement between or among Principal and any one or more parties other than the Surety, together with all associated documents, including but not limited to general and special conditions, specifications, drawings, schedules and/or CPMs, whether or not the Surety has executed or procured the execution of any Bond in connection therewith.

Event of Default: Principal shall be deemed to be in default under this Agreement in the event of:

1. The failure of any Principal or Indemnitor to pay any premium to the Surety or to any agent of the Surety, including but not limited to additional premiums based on an overrun in contract price, when due or as demanded thereafter by the Surety;
2. The declaration by any Bond Oblige or Project Owner that any Principal is in default under any Contract;
3. Any abandonment, forfeiture, breach, failure, refusal or inability, whether actual or alleged, to perform any Contract, or any obligation contained therein;
4. A determination by the Surety, in its sole and absolute discretion, that the Principal's successful bid on a Bonded Contract was significantly lower than the bid of either or both of the next two (2) highest bidders;
5. Fails to pay, to the extent due in whole or in part, claims, bills or other indebtedness incurred in connection with the performance of any Contract;
6. Becomes the subject of any agreement or proceeding of liquidation or receivership, or actually becomes insolvent;
7. The initiation of any proceeding which materially deprives any Principal of the use of such Principal's plant, facilities, equipment, machinery, tools, supplies or materials;
8. If an individual sole proprietor dies, is adjudged mentally incompetent, is convicted of a felony or disappears and cannot be

immediately found by Surety by use of usual methods;

9. The submission to the Surety or the Surety's agent by any Principal or Indemnitor of any information used by the Surety in the process of underwriting any Bond which is determined by the Surety, at any time, to be or to have been, materially false, incomplete, or misleading;
10. Receipt of any information by the Surety or the existence of any facts relating to the financial condition of any Principal or Indemnitor which causes the Surety, in its sole and absolute discretion, to believe that such Principal or Indemnitor may be unable to perform or meet any of their obligations under this Agreement;
11. Breaches, fails to perform, or comply with, any provision of this Agreement.

INDEMNITY TO SURETY: Indemnitors agree to pay to Surety upon demand:

1. All loss, costs and expenses of whatsoever kind and nature, including court costs, attorney fees (whether Surety at its sole option elects to employ its own attorney, or permits or requires Indemnitors to make arrangements for Surety's legal representation), in-house fees, consultant fees, investigative costs and any other losses, costs or expenses incurred by Surety by reason of:
 - a. Surety having executed, provided or procured any Bond;
 - b. any Default under this Agreement by any of the Indemnitors;
 - c. Surety enforcing any of the covenants or conditions of this Agreement;
 - d. Surety conducting any investigation, obtaining or attempting to obtain a release, or recovering or attempting to recover loss or unpaid premium in connection with any Bonds; and/or
 - e. Surety prosecuting or defending any action or claim in connection with any Bonds executed provided or procured on behalf of Principal or Indemnitors, whether Surety at its sole option elects to employ its own counsel, or permits or requires Indemnitors to make arrangements for Surety's legal representation. In addition the Indemnitors agree to pay Surety interest on all disbursements made by Surety in connection with such loss, costs and expenses incurred by Surety at the maximum rate permitted by law calculated from the date of each disbursement;
2. Any amount sufficient to discharge any claim made against Surety on any Bond, whether Surety will have made any payment or established any reserve therefor. Such payment shall be equal to the larger of (a) the amount of any reserve set by the Surety, or (b) such amount as the Surety, in its sole judgment, shall deem is sufficient to protect it from loss. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss on any Bond. Surety shall have no obligation to invest or provide a return on the funds deposited. The Indemnitors acknowledge that their failure to pay, immediately on demand, that sum demanded by Surety will cause irreparable harm for which Surety has no adequate remedy at law. The Indemnitors confirm and acknowledge that Surety is entitled to injunctive relief for specific enforcement of the foregoing provision.
3. Any original, additional or renewal premium due for any Bond.

CLAIMS AGAINST THE SURETY: With respect to claims against Surety, Indemnitors agree that:

1. Surety shall have the exclusive right for itself and the Indemnitors to determine in its sole and absolute discretion whether any claim or suit upon any bond shall, on the basis of belief of liability, expediency or otherwise, be paid, compromised, defended or appealed.
2. Surety may incur such expenses, including attorneys' fees, as deemed necessary or advisable in the investigation, defense and payment of such claims and completion of any Contract with respect to which Surety has issued any Bond.
3. In the event of any payment of any kind by the Surety, the Indemnitors further agree that the liability of the Indemnitors shall extend to and include, and the Surety shall be entitled to charge and recover for, any and all disbursements made by it in good faith under the belief that:
 - a. any Principal or Indemnitor is or has been in default under or pursuant to this Agreement;
 - b. the Surety was or might be liable to pay the claims asserted or the sums paid, whether or not such liability actually existed; or
 - c. such payments were or are necessary or expedient, in the Surety's sole and absolute discretion, to protect any of the Surety's rights or interests or to avoid or lessen the Surety's liability or alleged liability, whether or not such liability, necessity or expediency actually existed.
4. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of the liability of the Indemnitors to Surety in any claim or suit by Surety against Indemnitors.

SURETY'S REMEDIES IN EVENT OF DEFAULT: In the event of an occurrence of an Event of Default, Surety, without notice to the Indemnitors, shall have the right, at its sole discretion, to:

1. Take possession of any part or all of the work under contracts secured by Bonds together with plant, machinery, equipment, job books and records, plans, drawings, tools, supplies or material wherever located and owned, leased or usable by Principal;
2. Assume all right, title and interest of the Principal or Indemnitors in and to all subcontracts and purchase orders, let or to be let, in connection with contracts secured by Bonds;
3. Assume all right, title and interest of Indemnitors in licenses, patents and copyrights which Surety deems necessary for completion of the contracts secured by Bonds;
4. At the expense of Indemnitors, complete or arrange for completion or consent to the Obligees' completion of part or all of the work under contracts secured by Bonds;
5. Assert, pursue or prosecute, in its discretion, and at the expense of Indemnitors in the name of Principal or in the name of Surety, all claims of Principal against Obligees on Bonds or against any person, subcontractor, supplier, government or governmental agency arising or growing out of contracts or work done thereunder secured by Bonds executed, provided or procured by Surety. The authority and power to prosecute said claims shall include the authority to settle said claims or any part thereof on such terms as the Surety believes to be in Surety's best interest;
6. Arrange with the Obligees of the Bonds for the delivery of the consideration for the performance of the contracts, including, but not limited to, all money or property due or to become due including accounts receivable, progress payments, deferred payments, retained percentages, compensation for extra work and claims and the proceeds thereof directly to Surety, endorse checks, drafts, warrants or other instruments issued or paid by such Obligees and to apply the proceeds for the purpose of the trust provided below or for any other purpose which advances the Surety's rights of exoneration, indemnification and subrogation.

Indemnitors waive all notice of such default and the payment of any claim or of the making of any loan to Principal or Indemnitors by Surety. Should Indemnitors learn of any claim or suit against Principal, in which Surety may be held liable, Indemnitors shall give prompt notice to Surety of such claim or suit.

Separate suits may be brought under this Agreement as causes of action accrue, and the pendency or termination of any such suit shall not bar any subsequent action by Surety.

SECURITY TO SURETY: As collateral security to Surety for the agreement of the Indemnitors to repay all loss and expense to Surety, whether heretofore or hereafter incurred, the Indemnitors:

1. Assign to Surety and grant a security interest to Surety in all rights of the Indemnitors in, or in any manner growing out of:
 - a. all rights of the Indemnitors in all contracts referred to in the Bonds, or secured by the Bonds and all money or property due or to become due Indemnitors arising out of or in any way relating to contracts performed by Indemnitors, whether secured by Bonds executed by Surety or not, including, but not limited to, accounts receivable, progress payments, deferred payments, retained percentages, compensation for extra work and claims and the proceeds thereof;
 - b. all rights of the Indemnitors in all contracts, including, but not limited to, unbonded contracts and/or contracts bonded by another surety, and all money or property due or to become due Indemnitors arising out of or in any way relating to such contracts, including, but not limited to, accounts receivable, progress payments, deferred payments, retained percentages, compensation for extra work and claims and the proceeds thereof;
 - c. all the right, title and interest of the Indemnitors in and to all machinery, equipment, vehicles, rolling stock, materials, inventory, leaseholds, fuel, plant, tools, furniture, goods, and personal and fixture property;
 - d. all money, cash, cash equivalents, bank accounts, deposit accounts (checking or savings), certificates of deposit, securities, bonds, negotiable instruments, instruments (including promissory notes), letter of credit rights, and all other investment property;
 - e. all subcontracts and purchase orders on projects in connection with which the Indemnitors have entered into contracts secured by Bonds executed by Surety and all surety bonds, undertakings or guarantees which secure said subcontracts or purchase orders;
 - f. all materials purchased for all contracts referred to in the Bonds, or secured by the Bonds, including material which is in the process of manufacture, in storage at any storage facility, or in transit to any project site;
 - g. all licenses, patents, copyrights and trade secrets;
 - h. all claims, causes of action, actions or demands and the proceeds thereof which Indemnitors may have against any subcontractor, vendor, materialman, owner, architect, engineer, accountant or others, whether arising out of contracts secured by Bond(s) executed by Surety or not;
 - i. all money, claims or causes of actions due, claimed or receivable on insurance policies including life insurance proceeds, builder risk policies, fire policies and casualty policies;

- j. all warehouse receipts, bills of lading, general intangibles and farm products;
- k. all tax refunds or claims for tax refunds;
- l. all limited partnership and general partnership interests.

This ASSIGNMENT shall be effective as of the date of this Agreement but shall be enforceable only in the event of the occurrence of an Event of Default. The Indemnitors hereby authorize the Surety, at its option, to prosecute or enforce said assigned rights in the name of the Surety or in that of the Indemnitors and to endorse and to collect in the name of the Indemnitors or payee any checks, drafts, warrants or other instruments made or issued in payment of any such assigned rights. Surety's exercise of any of its rights as a secured creditor under this Agreement shall not be a waiver of any of Surety's legal or equitable rights or remedies, including the Surety's rights of subrogation.

- 2. Irrevocably nominate and appoint any officer of Surety as the true and lawful attorney-in-fact of the Indemnitors, with full rights and authority in event of Principal's default to:
 - a. sign the name of the Indemnitors to any voucher, release, satisfaction, check, bill of sale of property referred to herein, or any other paper or contract necessary or desired to carry into effect the purposes of this Agreement;
 - b. dispose of performance of any Contract by subletting it in Principal's name or otherwise;
- 3. Authorize Surety to join any and all of the Indemnitors as parties defendant in any action, regardless of venue, against Surety on account of any Bond, and to enforce the obligations hereunder directly against any of the Indemnitors without the necessity of first proceeding against the Principal.
- 4. Agree that with respect to each specific contract secured by Bond executed, provided or procured by Surety on Principal's behalf, all money and property representing the consideration for the performance of the contract, (including, without limitation, the proceeds of claims for adjustments, additional compensation, compensation for the delay, extra work, change orders, insurance claims and all damage claims) whether in the possession of the Principal, Indemnitors or others and whether earned, unearned, paid, retained or to be paid shall be held in trust as trust funds for and shall be used solely for:
 - a. the performance of the contract;
 - b. the payment of obligations to subcontractors, laborers, and suppliers of materials and services incurred or to be incurred in the performance of the contract for which Surety is or may be liable under Bonds and;
 - c. the satisfaction of Indemnitors' obligations to Surety under this Agreement and all other indebtedness and liabilities of Indemnitors to Surety.
- 5. Agree that this Agreement constitutes a security agreement and a financing statement in accordance with the provisions of the Uniform Commercial Code of every jurisdiction in which such Code is in effect. The Surety may make such additions to this Agreement as may be necessary or desirable to permit its filing as a financing statement under the Code, and the Indemnitors shall execute and deliver such further instruments as may be necessary or desirable to permit either the filing of this Agreement as a financing statement or the filing of a financing statement based upon this Agreement in such states, counties and other places as the Surety may deem necessary or desirable. The filing or recording of such document shall be solely at the option of the Surety, and the failure to do so shall not release or impair any of the obligations of the Indemnitors under this Agreement. Any copy of this Agreement certified as such by the Surety shall be considered an original for purposes of filing as a financing statement.

GENERAL PROVISIONS:

- 1. Assent by Surety to changes in any Contract or Bond or refusal to assent shall not release or affect the obligations of Indemnitors to Surety even though any such assent by the Surety does or might increase the liability of the Indemnitors.
- 2. Surety has the right to decline to execute, provide or procure any bond requested by Principal or Indemnitors. If Surety does execute, provide or procure the execution of a bid bond or proposal bond, or agrees or consents to provide such contract of suretyship, Surety retains the right to decline to execute the final bond (including, but not limited to, performance, payment or maintenance) that may be required in connection with any award that may be made under the bid proposal or tender to which the bid proposal bond or agreement or consent to provide such contract of suretyship is given.
- 3. Surety shall have every right, defense or remedy which a personal surety without compensation would have, including the right of exoneration and the right of subrogation. The security interest, trust, and other rights granted herein will not be deemed a waiver of Surety's equitable subrogation rights or other rights, said security in rights being in addition to the rights of exoneration, subrogation, and other rights to which Surety is entitled to under law or in equity.
- 4. Until Surety shall have been furnished with the competent evidence of its discharge, without loss from any Bonds, Surety shall have the right to free access at reasonable times to the books, records and accounts of each of the Indemnitors for the purpose of examining, copying or reproducing them. Each one of the Indemnitors hereby authorizes any depositories in which funds of any of the Indemnitors may be deposited to furnish to Surety the amount of such deposits as of any date requested, and any legal entity doing business with the Indemnitors is authorized to furnish any information requested by Surety concerning any transaction. Surety may furnish in confidence copies of any information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance or of advising interested persons or companies.

5. The Indemnitors will, on request of Surety, procure the discharge of Surety from any Bond and all liability by reason thereof. If such discharge is unattainable, the Indemnitors will, if requested by Surety, either deposit collateral with Surety, acceptable to Surety, sufficient to cover all exposure under such bond or bonds, or make provisions acceptable to Surety for the funding of the bonded obligations.
6. Indemnitors warrant that each of them is specifically and beneficially interested in the obtaining of each bond.
7. The addition to this Agreement of any Indemnitor, including any entities acquired after the date of execution of this Agreement, may be effected by written rider executed by such Indemnitor only, notwithstanding any language herein to the contrary. The Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have heretofore or hereafter, with or without notice to or knowledge of the Indemnitors, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said Bonds, from the Indemnitors or others. The rights, powers and remedies given the Surety under this Agreement shall be and are in addition to and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the Indemnitors or others, whether by the terms of any agreement or by operation of law or otherwise.
8. The Indemnitors waive and subordinate all rights of indemnity, subrogation and contribution each against the other until all obligations to the Surety under this Agreement, at law or in equity, have been satisfied in full.
9. The Indemnitors hereby waive, to the extent provided by law, all rights to claim any of their property including their homesteads, as exempt from levy, sale, execution or other legal process.
10. The rights and remedies afforded to the Surety by the terms of this Agreement and the terms themselves may not be waived or modified orally. No Rider or Amendment to this Agreement shall be active until signed by an employee of the Surety.
11. This Agreement is to be liberally construed so as to protect, exonerate and indemnify the Surety. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement, and the Indemnitors shall remain fully bound and liable hereunder to the Surety to the same extent as if the invalid provision had not existed.
12. All parties agree that any microfilmed, scanned or electronically digitized copy of this document made by Surety as part of its record storage and retention program shall be as effective as the original for all purposes. The Agreement, its riders and addends may be executed in separate counterparts, none of which need contain signatures of all parties, each of which shall be deemed an original, and all of which taken together constitute one and the same instrument.
13. The Indemnitors have relied upon their own due diligence in making their own independent appraisal of Principal and its business and financial condition, will continue to be responsible for making their own independent appraisal of such matters, and have not relied upon and will not hereafter rely upon Surety for information. Surety has no duty to inform any of the Indemnitors of the financial condition or other affairs related to Principal.
14. The Indemnitors shall remain responsible to Surety under this Agreement regardless of any changes in the relationship of the Indemnitors with Principal.
15. Wherever used in this instrument, the plural shall include the singular, the singular shall include the plural, and the neuter shall include both genders as the circumstances require.
16. Indemnitors agree to give written notice to the Surety of any anticipated change of more than ten percent in ownership or control of the Indemnitors.
17. The Indemnitors agree to submit themselves to personal jurisdiction in the State of Michigan, in whatever jurisdiction in which the Surety sustains or pays any loss for which the Indemnitors are liable hereunder and in whatever jurisdiction Surety may be sued as a consequence of its having issued any Bond. With respect to any action brought by the Surety on this Agreement in a jurisdiction in which one or more of the Indemnitors reside, are domiciled, are doing business or are found, each of the Indemnitors who are not in the jurisdiction hereby designates each of the Indemnitors in such jurisdiction as his agent to receive on his behalf service of process in such action.

WAIVER OF TRIAL BY JURY: The Indemnitors hereby waive trial by jury in any action or proceeding to which any or all of the Indemnitors and the Surety may be parties, arising out of or in any way pertaining to this Agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this Agreement.

TERMINATION: This Agreement is a continuing obligation of the Indemnitors unless terminated as provided in this paragraph. An Indemnitor desiring to terminate liability as to future Bonds of Principal must:

1. Give written notice to Surety at The Guarantee Company of North America USA, One Towne Square, Ste. 1470, Southfield, Michigan 48076, by certified or registered mail, of such termination;
2. State in such notice the effective date (not less than thirty days after the receipt of notice by Surety) of termination of such Indemnitor's liability for future Bonds.
3. It is understood and agreed that oral notice to or constructive notice to any agent or employee of Surety shall not constitute effective notice of termination under this agreement.

After the effective date of termination, the Indemnitor giving notice shall be liable hereunder for:

1. Bonds executed or authorized prior to such date, and renewals and extension thereof;
2. Bonds executed pursuant to a bid or proposal bond executed or authorized prior to such date, and renewals and extensions thereof.

Such termination of liability as to an Indemnitor shall in no way affect the obligation of any other Indemnitor who has not given notice as herein provided.

REPRESENTATIONS: EACH OF THE INDEMNITORS REPRESENTS TO THE SURETY THAT HE HAS CAREFULLY READ THE ENTIRE AGREEMENT AND THAT THERE ARE NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN, OR, TO THE EXTENT SUCH OTHER AGREEMENTS OR UNDERSTANDINGS EXIST, THEY ARE HEREBY SUPERSEDED BY THIS AGREEMENT.

ENTITY INDEMNITOR ACKNOWLEDGEMENT

Entity Name: Secure Care Health Systems, Inc.
BY: _____
Name: Howard Launsbach Title: President
Entity Tax ID #: 34-1467639

STATE OF FL, COUNTY OF St. Lucie
On 12-19-2020, before me, Joseph Gomez
(insert name and title of notary/officer)

personally appeared Howard Launsbach, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: _____ (SEAL)

(OPTIONAL: Paste extra signatures here or erase this text.)


Joseph Gomez
Commission # GG161404
Expires: November 16, 2021
Bonded thru Aaron Notary

INDIVIDUAL INDEMNITOR ACKNOWLEDGEMENT

BY: _____
Name: Howard Launsbach
Address: 508 NW Waverly Circle, Port St Lucie FL 34983
Social Security #: 066-42-0618

STATE OF FL, COUNTY OF St. Lucie
On 12-15-2020, before me, Joseph Gomez
(insert name and title of notary/officer)

personally appeared Howard Launsbach, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: _____ (SEAL)



Joseph Gomez
Commission # GG161404
Expires: November 16, 2021
Bonded thru Aaron Notary

INDIVIDUAL INDEMNITOR ACKNOWLEDGEMENT

BY: _____
Name: Gina Launsbach
Address: 508 NW Waverly Circle, Port St Lucie FL 34983
Social Security #: 163-38-4011

STATE OF FL, COUNTY OF St. Lucie
On 12-15-2020, before me, Joseph Gomez
(insert name and title of notary/officer)

personally appeared Gina Launsbach, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: _____ (SEAL)



Joseph Gomez
Commission # GG161404
Expires: November 16, 2021
Bonded thru Aaron Notary

INDIVIDUAL INDEMNITOR ACKNOWLEDGEMENT

BY: Harvey MacIvor
Name: Harvey MacIvor
Address: 109 Alexander Pike, Marblehead OH 43440
Social Security #: 184-26-7545

STATE OF FL, COUNTY OF St. Lucie
On 12-16-2020, before me, Joseph Gomez
(insert name and title of notary/officer)

personally appeared Harvey MacIvor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: [Signature] (SEAL)



Joseph Gomez
Commission # GG161404
Expires: November 16, 2021
Bonded thru Aaron Notary



QUOTE

Number TLOGQ1165

Date Apr 15, 2020

6968 Engle Road, Middleburg Heights, Ohio 44130
 t. 440.826.0324 f. 440.234.3953

Sold To	Ship To	Your Sales Executive
Department of Administration Purch Tara Lyle 2019 Washington ST E Charleston, WV 25305 <i>tara.l.lyle@wv.gov</i> Cell Phone 304-558-2544 Fax	West Virginia Veterans Nursing Hom Rickie Carothers Qne Freedom Way Clarksburg, WV 26301 Phone 304-626-1600 Fax	Tom Giannetti 440.826.0324 Tom@securecare-usa.com

Terms	P.O. Number	Ship Via	Quote Expires
NET 30		UPS	5/15/2020

Qty	Description & Part Number	Unit Price	Ext. Price
<i>ELOPEMENT PREVENTION SYSTEM MAINTENANCE BID</i>			
<i>Solicitation Number CRFQ 0613 VNF2000000005</i>			
4	Quarterly Preventive Maintenance: parts/labor/travel--(4) time per year <i>We will follow EXHIBIT C from the sample Service Checklist provided</i>	\$1,849.00	\$7,396.00
80	Corrective Maintenance: HOURLY	\$85.00	\$6,800.00
20	Emergency Maintenance: HOURLY	\$170.00	\$3,400.00
1	Estimated Parts Cost per EXHIBIT A EQUIPMENT LIST <i>Door Controllers, Card Reader Systems, External Antennas, Power Supplies, Maglocks, Monitors, Software, Testers, Transmitters and OBSOLETE JCI Card Readers.</i>	\$20,000.00	\$20,000.00
1	Bond and State Licenses	\$875.00	\$875.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - LIMITED ONE YEAR WARRANTY, COVERING PARTS FOR HARDWARE ONLY. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



Factory Authorized Distributor for:



Created on 04/15/20 18:00:07

Department of Administration Purchasing

Page 1 of 2

Qty	Description & Part Number	Unit Price	Ext. Price
<p>All Terms & Conditions apply. If customer does not have terms and conditions, they will be provided at customers request. All balances which remain unpaid after 30 days from the original invoice date, shall accrue interest at a rate of 1.5% per annum. Secure Care Systems retains a security interest in all goods until final payment has been made. Financing is available for this project and can be financed through customers desire bank OR Secure Care Financing department. All employees of Secure Care Health Systems are direct employees and factory trained and certified. General guidelines on scheduling installation from date of ACCEPTANCE standard 45 day window applies. If we can accommodate earlier request we will.</p>		SubTotal	\$38,471.00
		Tax	\$0.00
		Shipping	\$0.00
		Total	\$38,471.00

Approval Signature	Printed Name	Date	Required Deposit
			\$0.00
By signing this quote and/or issuing a PO based upon a quote, you are agreeing to all terms and conditions			Before Installation

Purchase Order #

Please Sign & Fax back to Secure Care Office at (440) 234-3953, for acceptance & scheduling.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - LIMITED ONE YEAR WARRANTY, COVERING PARTS FOR HARDWARE ONLY. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



Created on 04/15/20 18:00:07

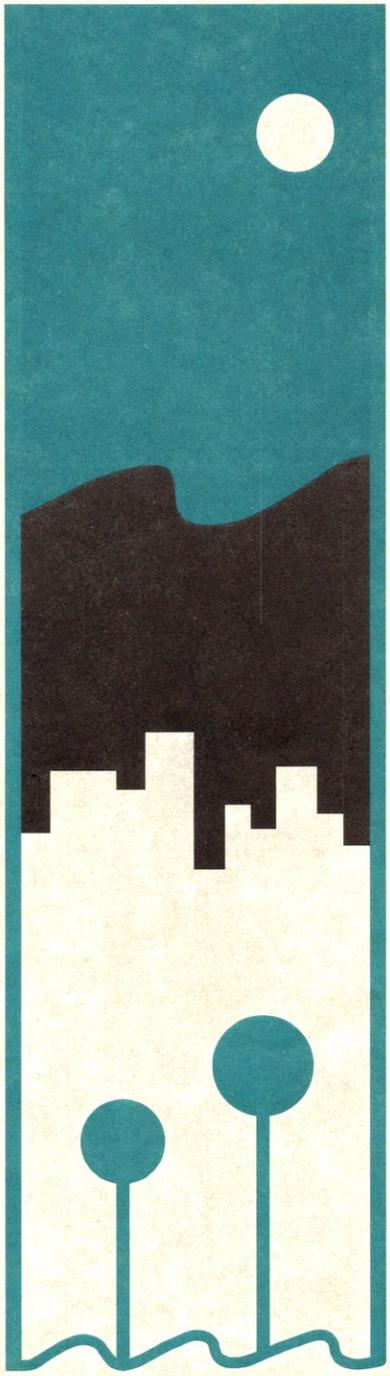
Factory Authorized Distributor for:



Department of Administration Purchasing



Page 2 of 2



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV060020

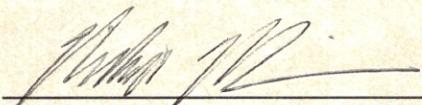
Classification:
LOW VOLTAGE SYSTEMS

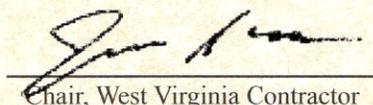
SECURE CARE HEALTH SYSTEMS INC
DBA SECURE CARE HEALTH SYSTEMS INC
6968 ENGLE ROAD
MIDDLEBURG HTS, OH 44130

Date Issued

Expiration Date

SEPTEMBER 02, 2020	SEPTEMBER 02, 2021
--------------------	--------------------


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.E. Davis Insurance Agency 29 Frederick Street Columbus, OH 43206 John W. Koetz CIC CPCU		614-443-0533		CONTACT NAME: John W. Koetz CIC CPCU PHONE (A/C, No, Ext): 614-443-0533 FAX (A/C, No): 614-444-1201 E-MAIL ADDRESS:	
INSURED Secure Care Health Systems Inc 6968 Engle Road Middleburg Heights, OH 44130		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Specialty INSURER B : Westfield Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 13037 24112	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		CSU0154307	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Professional						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			CWP097332M	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CSU0154307 (OH EL)	08/01/2020	08/01/2021	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	NO WORKERS COMPENSATION			OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract and subject to policy terms and conditions Certificate Holder is added as an additional insured with respects to operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

STATEWV State of West Virginia; Dept of Administration, Purchasing Division; 2019 Washington St E PO BOX 50130 Charleston, WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01086283

Period Specified Below
07/01/2020 to 07/01/2021

SECURE CARE HEALTH SYSTEMS, INC.
225 W WASHINGTON ROW
SANDUSKY, OH 44870-2620



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.