



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

State of West Virginia Master Agreement

Order Date: 09-20-2021

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

Order Number:	CMA 0606 0606 HSE2200000001 1	Procurement Folder:	876613
Document Name:	Disaster Grant Monitoring Auditing Program	Reason for Modification:	
Document Description:	Disaster Grant Monitoring Auditing Program		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-09-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000210406 PERRY & ASSOCIATES CERTIFIED PUBLIC ACCOUNTANTS AC 428 SECOND ST MARIETTA OH 45750 US Vendor Contact Phone: 999-999-9999 Extension:	Requestor Name: Larry D McDonnell Requestor Phone: 304-414-3422 Requestor Email: LARRY.MCDONNELL@WV.GOV																				
Discount Details:	22 FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTING TECHNICIAN 304-558-5380 DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV 25305-0360 US	DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE DUNBAR WV 25064 US

10-1-21
BAT

Total Order Amount:	Open End
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Purchasing Division's File Copy

ENTERED

DATE: 9/20/2021
PURCHASING DIVISION AUTHORIZATION
DATE: 9/30/2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 10/13/2021
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 10/14/2021
ELECTRONIC SIGNATURE ON FILE

10/13/2021

Extended Description:

The Vendor, Perry & Associates Certified Public Accountants AC., agrees to enter with the West Virginia Division of Emergency Management, into an open-end contract to provide professional services for grant administration activities related to federally funded disaster grant programs. The monitoring, compliance, and other services will be performed according to the specifications, terms and conditions, bid requirements, Addendum No. 1 issued 05/04/2021, and the Vendor's submitted and accepted bid dated 05/13/2021 incorporated herein by reference and made apart hereof. see attached documents.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80111605			HOUR	150.000000
	Service From	Service To			

Commodity Line Description: Manager (Senior)

Extended Description:

4.1.2.1.1 Manager (Senior)

See attached specifications for more details.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80111605			HOUR	100.000000
	Service From	Service To			

Commodity Line Description: Supervisor

Extended Description:

4.1.2.1.2 Supervisor

See attached specifications for more details.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80111605			HOUR	80.000000
	Service From	Service To			

Commodity Line Description: Accountant / Auditor (Team Lead)

Extended Description:

4.1.2.1.3 Accountant / Auditor (Team Lead)

See attached specifications for more details.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80111605			HOUR	60.000000
	Service From	Service To			

Commodity Line Description: Accounting Technician

Extended Description:

4.1.2.1.4 Accounting Technician

See attached specifications for more details.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80111605			HOUR	45.000000
	Service From	Service To			

Commodity Line Description: Administrative Assistants

Extended Description:

4.1.2.1.5 Administrative Assistants

See attached specifications for more details.

	Document Phase	Document Description	Page 3
HSE2200000001	Draft	Disaster Grant Monitoring Auditing Program	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on October 1, 2021 and the initial contract term extends until One (1).

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 _____
Revised 04/21/2021

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

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

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

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

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

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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.

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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: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 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: 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.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.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. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, 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.

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

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

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


43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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
Revised 04/21/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

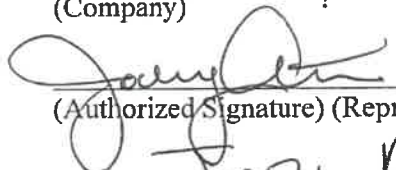
44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.


(Name, Title) Jodey Altier President
(Printed Name and Title)
313 2nd St Mansfield, Ohio
(Address) 45750
740-373-0056 740 373 2402
(Phone Number) / (Fax Number)
jaltier@permycpa.net
(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.

Perry 3 Associates CPA
(Company)
 Jodey Altier President
(Authorized Signature) (Representative Name, Title)
Jodey Altier, President
(Printed Name and Title of Authorized Representative)
9/16/21
(Date)
740 373 0056 740 373 2402
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Emergency Management Division (WVEMD) to establish an open-end multiple award contract for Certified Public Accounting (CPA) firms to provide professional services for grant administration activities related to federally funded disaster grant programs. The monitoring, compliance, and other services will be performed in accordance with the following specifications.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Agency”** means West Virginia Emergency Management Division (WVEMD)
 - 2.2 **“Business Hours”** means Monday – Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:
 1. New Year’s Day (January 1)
 2. Martin Luther King Day (Third Monday in January)
 3. President’s Day (Third Monday in February)
 4. Memorial Day (Last Monday in May)
 5. West Virginia Day (June 20)
 6. Independence Day (July 4)
 7. Labor Day (First Monday in September)
 8. Columbus Day (Second Monday in October)
 9. Veterans Day (November 11)
 10. Thanksgiving (Fourth Thursday in November)
 11. Day After Thanksgiving (Fourth Friday in November)
 12. Christmas Day (December 25)
 - 2.3 **“CFR”** means Code of Federal Regulations.
 - 2.4 **“Contract Services”** means the list of items identified in Section below and on the Pricing Pages.
 - 2.5 **“EPA”** is the Environmental Protection Agency.
 - 2.6 **“FEMA”** is the Federal Emergency Management Agency.
 - 2.7 **“OMB”** is the Office of Management and Budget, a group that oversees the activities of federal agencies in the United States.
 - 2.8 **“Professional Level”** is generally after an employee has completed a formal education at a post-secondary institution of higher education, with a minimum of 24 hours in Accounting courses.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

- 2.9 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.10 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the WV Purchasing Division.
- 2.11 “Sub-recipient”** means the entity receiving the grant funding from the State of West Virginia Emergency Management Division.
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1** Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of three (3) individuals in any one or more of the classifications within the past five (5) years; documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above; the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement upon request, prior to award; however, bidders may include this documentation with their bid.
- 3.2** Vendor qualifications must accomplish the Services identified in this solicitation. The Vendor must have a minimum of five (5) years’ experience and an understanding of the nature of the work required as a Grant Monitor. The Vendor must have appropriate credentials, education, and experience regarding the services under this solicitation. Vendor must provide resumes of staff above the level of Accounting Technician. Grant Monitoring Activities will be performed by staff in the following categories:
- 3.2.1** Manager (Senior)
 - 3.2.2** Supervisor
 - 3.2.3** Accountant / Auditor (Team Lead)
 - 3.2.4** Accounting Technician
 - 3.2.5** Administrative Assistants
- 3.3** Partner Time for routine grant monitoring activities would be extremely limited and should be included in overhead of normal rates for other staff for this area.
- 3.4** Compliance reviews of sub-recipient projects and other special projects or assignments may require more involvement by certified professionals and therefore partner review.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

3.5 This Vendor must provide with their bid, a minimum of three references from similar projects. Identified shall include:

- 3.5.1** Project begin and end dates.
- 3.5.2** Contact name, email (if available), and telephone number.
- 3.5.3** Brief description of deliverables.
- 3.5.4** Scope of work performed.

3.6 Grant Monitoring will include travel throughout the State of WV based on grant projects. The specific locations may vary. Vendors must have the necessary abilities to travel and the financial resources to provide the services on an as needed, and/or as requested basis.

3.7 Vendors should provide with bid, evidence of a minimum of five (5) years of past work history on Grant Monitoring / Grant Administration.

4. MANDATORY REQUIREMENTS:

4.1 Contract Mandatory Requirements: Vendor shall provide Agency with the Contract Services listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements as shown below.

4.1.1 2 C.F.R. §200.326

4.1.1.1 The vendor must conform and comply with all applicable State and Federal laws and provisions to include the following clauses as described in Appendix II to the uniform rules under 2 C.F.R. § 200.326 found within www.fema.gov

4.1.1.2 Equal Employment Opportunity: During the performance of this contract, the vendor must agree to the following:

4.1.1.2.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

- 4.1.1.2.2** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.1.1.2.3** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4.1.1.2.4** The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.1.1.2.5** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 4.1.1.2.6** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

4.1.1.2.7 In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.1.1.2.8 The vendor will include the portion of the sentence herein immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the vendor may request the United States to enter into such litigation to protect the interests of the United States.

4.1.1.1 Contract Work Hours and Safety Standards Act:

4.1.1.1.1 Overtime requirements. No vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

4.1.1.1.2 Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (1) of this section the vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

4.1.1.1.3 Withholding for unpaid wages and liquidated damages.

The Federal agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the vendor or subcontractor under any such contract or any other Federal contract with the same prime vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime vendor, such sums as may be determined to be necessary to satisfy any liabilities of such vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4.1.1.2 Clean Air Act

4.1.1.2.1 The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

4.1.1.2.2 The vendor agrees to report each violation to the WV Emergency Management Division and understands and agrees that the West Virginia Emergency Management Division will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

- 4.1.1.2.3** The vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4.1.1.3 Federal Water Pollution Control Act

- 4.1.1.3.1** The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- 4.1.1.3.2** The vendor agrees to report each violation to the WV Emergency Management Division and understands and agrees that the WV Emergency Management division will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 4.1.1.3.3** The vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4.1.1.4 Debarment and Suspension

- 4.1.1.4.1** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 4.1.1.4.2** The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- 4.1.1.4.3** This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to WV Emergency Management Division, and/or the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

4.1.1.4.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.1.1.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 Hereto mentioned as “Exhibit B”

4.1.1.5.1 Vendors who apply or bid for an award of \$100,000 or more shall file the required certification (Exhibit B). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

4.1.1.5.2 Vendor must fill out Exhibit “B” and submit the certification with their bid response.

4.1.1.6 Procurement of Recovered Materials

4.1.1.6.1 In the performance of this contract, the vendor shall make maximum use of products containing recovered materials that are EPA designate items unless the product cannot be acquired.

4.1.1.6.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule.

4.1.1.6.1.2 Meeting contract performance requirements; or

4.1.1.6.1.3 At a reasonable price.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

- 4.1.1.6.2** Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>

4.1.1.7 Access to Records

- 4.1.1.7.1** The vendor must agree to provide WV Emergency Management Division, the FEMA Administrator, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 4.1.1.7.2** The vendor must agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4.1.1.7.3** The vendor must agree to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4.1.1.7.4** In compliance with the Disaster Recovery Act of 2018, the West Virginia Emergency Management Division and the vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.1.1.8 Contract Changes or Modifications

- 4.1.1.8.1** The Agency may, at reasonable times and places, audit the books and records of the vendor, prospective vendor, subcontractor, or prospective subcontractor which are related to:
- 4.1.1.8.1.1** The cost or pricing data, and
- 4.1.1.8.1.2** A state contract, including subcontracts, other than a firm fixed-price contract.

4.1.1.9 DHS Seal, Logo, and Flags

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

4.1.1.9.1 The vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.1.1.10 Compliance with Federal law, Regulations, and Executive Orders

4.1.1.10.1 Vendor must acknowledge that FEMA financial assistance will be used to fund all or a portion of the contract. The vendor will comply with all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

4.1.1.11 No Obligation by Federal Government

4.1.1.11.1 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, vendor, or any other party pertaining to any matter resulting from the contract.

4.1.1.12 Program Fraud and False or Fraudulent Statements or Related Acts.

4.1.1.12.1 The vendor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this contract.

4.1.2 Grant Monitoring / Grant Administration

4.1.2.1 Vendor must provide the following staff categories that will be responsible for performing Grant Monitoring activities:

- 4.1.2.1.1** Manager (Senior)
- 4.1.2.1.2** Supervisor
- 4.1.2.1.3** Accountant / Auditor (Team Lead)
- 4.1.2.1.4** Accounting Technician
- 4.1.2.1.5** Administrative Assistants

4.1.2.2 Vendor shall perform complex (professional level) grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally funded disaster grants within the State of West Virginia.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

- 4.1.2.3** Vendor will conduct applicant briefings and other outreach and training activities, ensure grant applications are processed properly, and monitor both the programmatic and financial aspects of awarded projects.
- 4.1.2.4** Vendor shall ensure deadlines are met, applications are other documentation are complete and correct before submission to federal authorities, that monitoring activities are conducted in accordance with the project guidelines, and payment requests are promptly and correctly processed.
- 4.1.2.5** Vendor will review progress reports, payment requests, and provide guidance and assistance to grant recipients on documentation requirements and resolution of project related problems.
- 4.1.2.6** Vendor shall perform budget monitoring and project site inspections, and document progress and/or completion of projects, causes for delays in project completion from established timelines, or deviations from the scope of work to ensure procurement and contracting compliance.
- 4.1.2.7** Vendor will assist local jurisdictions with requests for project extensions or project change requests, if needed.
- 4.1.2.8** Vendor shall provide reports related to assigned projects, by sub recipient, and by project as requested by the Agency.
- 4.1.2.9** Vendor will identify and flag potential duplicate service contracts and provide reports as requested to be used for fraud, waste, and abuse identification and remediation purposes.

4.1.3 Compliance Review Tasks

- 4.1.3.1** Vendor shall perform financial compliance reviews of sub-recipient projects, which will entail examining sub-recipient support documentation for sub grant expenditures, evaluating compliance with relevant statutes, regulations, and OMB guidelines, 2 C.F.R. and 44 C.F.R., the FEMA Public Assistance Policy and Procedures Guide (PAPPG) and report the results.
- 4.1.3.2** Vendor shall identify and flag potential duplicate service contacts and provide for fraud, waste, and abuse identification and remediation.
- 4.1.3.3** Vendor will provide reports related to assigned projects.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

4.1.3.4 Vendor will assist the applicant with creating and modifying policies and procedures if necessary, to bring them in compliance with 2 C.F.R. and FEMA Public Assistance Policy and Procedure Guide (PAPPG) version in effect at the time of the declared disaster.

4.1.3.5 Vendor will work with the applicant to clear audit findings and satisfactorily complete their Corrective Action Plan (CAP) to ensure all audit findings have been corrected.

4.1.4 Audits and Other Administrative Tasks

4.1.4.1 Vendor shall perform reviews of sub-recipient audits and make recommendations for needed improvements in sub-recipient project administration to address audit findings with Agency or other stakeholders as requested.

4.1.4.2 Vendor will perform peer review analysis on projects assigned to subcontractors or agency staff and provide reports as requested by the Agency or other stakeholders.

4.1.4.3 Vendor will identify and flag potential duplicate service contracts and provide for fraud, waste, and abuse identification and remediation.

4.1.4.4 Vendor will work with the applicant to clear audit findings and satisfactory complete their Corrective Action Plan (CAP) to ensure all audit findings have been corrected.

4.1.4.5 Vendors will assist in training designated agency staff and in conducting programmatic policy and procedure reviews.

4.1.4.6 Vendor will provide sub-recipient assistance to include the development of appropriate project financial controls and reports.

4.1.4.7 Vendor will provide reports related to assigned projects as requested.

4.1.4.8 WVEMD anticipates that the majority of the Grant Monitoring Tasks work (Section 3.2) will be versed technical and administrative staff under the supervision of the grants/accounting staff and managed by certified public accountants – auditor or accountants – will be versed in governmental accounting principles, Code of Federal Assistance (2 C.F.R. and 44 C.F.R.) particularly those related to Federal Grant disaster awards.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

4.1.5 Reporting

4.1.5.1 The Vendor must provide report each billing cycle that contain the following:

4.1.5.1.1 Must identify each assigned grant application number.

4.1.5.1.2 The name of each staff member actively working on the grant application.

4.1.5.1.2.1 Number of hours each staff member has worked (for each quarter and YTD) on each grant application.

4.1.5.1.3 The status of the grant application.

4.1.5.1.4 Tentative completion date for each grant application review.

4.1.5.2 These reports will be mandatory; failure to adhere to this requirement may result in cancellation of the Contract. Such reports shall be sent electronically to WVEMD Contract Manager (including all hours provided during the quarter). These reports are due within 30 days after the end of each calendar year quarter.

5 CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide WVEMD with the hourly rate for all of the Staff Category listed in Section 4.1.2 and it is WVEMD's intent to award multiple contracts to ensure that every Staff Category can be adequately supplied during the life of the Contract. The qualified bidder providing the lowest Total Price on the Pricing Page for a Staff Category will be awarded the First Priority Contract. The qualified bidder providing the second lowest total overall cost will be awarded the Second Priority Contract, and so on, until such time that at most six (6) Contracts are awarded. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded Staff Category. An indicator of "1" on the spreadsheet Contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority and so forth.

In the event of a tie for an award and/or prioritization, the Purchasing Director, or his/her designee shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Director.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

5.2 Pricing Page: Vendor should complete the Pricing Page, Exhibit A, by providing an hourly rate for each Staff Category listed in Section 4.1.2.1 Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. However, Vendors may opt to bid only certain Staff Category. If not bidding a contract service / commodity line, bidders should clearly note a "no bid" or "N/A" on their bid.

Vendor should type or electronically enter the information into the Pricing Pages provided as the assembled CRFQ document in wvOASIS. Bidders wishing to submit a paper bid should download and print a hard copy of the wvOASIS Pricing Pages and provide as the Unit Price their Hourly Rate. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: David.h.pauline@wv.gov

The rates bid for the contract shall remain firm for the life of the Contract. Rates reflected on delivery orders issued will remain firm for the effective dates of the delivery order and shall concur with the rates bid.

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 hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7.1 Vendor must provide monthly invoices that includes following:

- 7.1.1** Name of staff performing service/s.
- 7.1.2** Agreed rate of pay for staff classification.
- 7.1.3** Number of hours per staff member.
- 7.1.4** Name of sub-recipient.
- 7.1.5** Dates of Service.
- 7.1.6** Disaster # and PW # if applicable.
- 7.1.7** Brief description of services performed and any deliverables such as reports, or communications with sub-recipient.

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

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 Agency immediately of any lost, stolen, or missing card or key.

9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

REQUEST FOR QUOTATION - CRFQ HSE21*10
Disaster Grant Monitoring Auditing Program

- 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:	
Telephone Number:	
Fax Number:	
Email Address:	



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

Proc Folder: 876613

Doc Description: Addendum No.1
Disaster Grant Monitoring Auditing Program

Proc Type: Central Master Agreement

Reason for Modification:

Addendum No.1
To address and answer vendor
questions.

Date Issued	Solicitation Closes	Solicitation No	Version
2021-05-04	2021-05-13 13:30	CRFQ 0606 HSE2100000010	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No.1

1. To respond vendor questions that are attached.

2. Bid opening remains on 5/13/2021 at 1:30pm

No other changes.

INVOICE TO

DIVISION OF EMERGENCY
MANAGEMENT
BLDG 1 RM EB80
1900 KANAWHA BLVD E
CHARLESTON WV
US

SHIP TO

DIVISION OF EMERGENCY
MANAGEMENT
2403 FAIRLAWN AVENUE
DUNBAR WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Manager (Senior)	2080.00000	HOUR		

Comm Code**Manufacturer****Specification****Model #**

80111605

Extended Description:

4.1.2.1.1Manager (Senior)

See attached specifications for more details.

INVOICE TO

DIVISION OF EMERGENCY
MANAGEMENT
BLDG 1 RM EB80
1900 KANAWHA BLVD E
CHARLESTON WV
US

SHIP TO

DIVISION OF EMERGENCY
MANAGEMENT
2403 FAIRLAWN AVENUE
DUNBAR WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Supervisor	2080.00000	HOUR		

Comm Code**Manufacturer****Specification****Model #**

80111605

Extended Description:

4.1.2.1.2Supervisor

See attached specifications for more details.

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US			DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE DUNBAR WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Accountant / Auditor (Team Lead)	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:

4.1.2.1.3Accountant / Auditor (Team Lead)
See attached specifications for more details.

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US			DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE DUNBAR WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Accounting Technician	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:

4.1.2.1.4Accounting Technician
See attached specifications for more details.

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US			DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE DUNBAR WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Administrative Assistants	2080.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:

4.1.2.1.5Administrative Assistants

See attached specifications for more details.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due at 2:00 pm	2021-05-04

SOLICITATION NUMBER: HSE2100000010 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("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 answer vendor questions.
2. No other changes bid opening remains 5/13/2021 at 1:30 pm

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.

CRFQ HSE21*10

Addendum No. 1

Questions

- Q1** Is WVEMD also open to negotiating a standard cap on the Contractor's liability?
- A1** See W.V.A Code § SA-3-62, codified by Senate Bill 587 in the 2021 Legislative Session, and effective from passage.
- Q2** WVEMD consider allowing additional language that removes consequential damages such as :
“Neither party shall be liable to the other for any punitive or exemplary damages or loss, or any lost profits, savings or business opportunity, special, consequential, incidental, or indirect damages”?
- A2** See #11 in the Instructions to bidders, which is located in the Solicitation Documents.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HSE2100000010

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.

Peery 3 Associates
Company
[Signature]
Authorized Signature
9/17/21
Date

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