



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

# Request for Quotation

RFQ NUMBER  
**6610CD27**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**MICHAEL AUSTIN**  
**304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE

Citizens Conservation Corps of West Virginia  
 198 George Street  
 Beckley, WV 25801

DIVISION OF HIGHWAYS  
 HIGHWAYS OPERATIONS  
 BUILDING 5, ROOM A350  
 1900 KANAWHA BOULEVARD EAST  
 CHARLESTON, WV  
 25305-0430

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN		990-67		\$3,628,250.76
<p>OPERATION OF STATEWIDE COURTESY PATROL PROGRAM</p> <p>OPEN END CONTRACT</p> <p>OPERATION OF STATEWIDE COURTESY PATROL PROGRAM ON WEST VIRGINIA EXPRESSWAY ROUTES UTILIZING TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) RECIPIENTS AND/OR INDIVIDUALS RECEIVING PUBLIC AID OR ASSISTANCE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p>						

RECEIVED  
 2010 JUN 16 AM 11:22  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert H. Mark</i>	TELEPHONE 304-254-9196	DATE 6-16-10
TITLE Executive Director	FEIN 55-0725472	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6)



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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert A. McA...</i>	TELEPHONE 304-254-9196	DATE 6-16-10
TITLE Executive Director	FON 55-0725472	ADDRESS CHANGES TO BE NOTED ABOVE

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CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.  THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.  REV. 05/26/2009  EXHIBIT 10  REQUISITION NO.: .....  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO.'S:  NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH						

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SIGNATURE <i>Robert A. MSA</i>	TELEPHONE 304-254-9196	DATE 6-16-10
TITLE Executive Director	FEIN 55-0725472	ADDRESS CHANGES TO BE NOTED ABOVE

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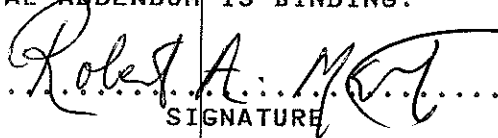
**TYPE NAME/ADDRESS HERE**

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<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND 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.</p> <p style="text-align: center;">             SIGNATURE            Citizens Conservation Corps of West Virginia            COMPANY            6-16-10            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">           DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130         </p>						

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SIGNATURE 	TELEPHONE 304-254-9196	DATE 6-16-10
TITLE Executive Director	FEIN 55-0725472	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 6610C027</p> <p>BID OPENING DATE: 06/23/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            304-254-9144</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            Robert Martin or Jennifer Douglas</p> <p>***** THIS IS THE END OF RFQ 6610C027 ***** TOTAL: \$3,628,250.76</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert A. M...*      TELEPHONE: 304-254-9196      DATE: 6-16-10

TITLE: Executive Director      FEIN: 55-0725472      ADDRESS CHANGES TO BE NOTED ABOVE

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## WEST VIRGINIA COURTESY PATROL PROGRAM

### PROGRAM DESCRIPTION

The West Virginia Department of Transportation, Division of Highways, operates the Courtesy Patrol Program on all West Virginia Interstate and Appalachian Corridor (APD) routes, with the exception of that portion of I-77 managed and maintained by the West Virginia Parkways Authority (WV Turnpike). The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and APD routes. There are numerous secondary missions fulfilled by the Courtesy Patrol Program (see mandatory program provisions).

The Highway patrol is conducted 16 hours per day, 7 days per week and will be a **12 month contract** with options to renew for 2 additional 12 month periods. The state reserves the right to specify the shifts.

The Courtesy Patrol Program shall use West Virginia Resident Temporary Assistance for Needy Families, TANF recipients and/or individuals receiving public aid or assistance as patrolers, program wide. Utilization of the TANF/public aid or assistance recipients reduces the number of individuals receiving welfare benefits and provides job training to these individuals.

It is desirable that the successful vendor will provide stable employment for these individuals, during which time educational and professional development opportunities will be available, improving their success of transitioning from public aid or assistance.

### MANDATORY PROGRAM PROVISIONS

The successful vendor shall provide the following types of assistance to disabled vehicles or stranded motorists:

- CPR and first aid: All patrol and dispatch staff must be certified in both CPR and first aid by the American Red Cross.
- Minor vehicle repairs including tire and wheel changes
- Fuel – minimal amount of gasoline allowing stranded motorists to travel to the nearest facility.
- Towing service calls: Call local tow service when required or requested by the motorists; may stay with the disabled motorist awaiting tow service, if required.
- Jump starts, air for vehicle tires, coolant and extinguishment of minor fires
- Telephone assistance allowing stranded motorists to notify a family member.
- Provide highway maps (supplied by the WVDOI/DOH) to motorists as required.
- Assistance to motorists having questions concerning travel routes, directions or local area facilities
- Present a courteous and positive image for the State of West Virginia which will encourage tourism.
- Traction materials to assist stranded vehicles during winter storms.

The successful vendor shall provide the following types of assistance to the WVDOH/DOH and selected other state/local government agencies:

- Monitor the designated patrol routes for debris, accidents or other obstructions which impede traffic flow or pose potential hazards to the traveling public. Notify the DOH and appropriate law enforcement agency of the exact location and description of the situation.
- Remove animal carcasses, tire debris and other debris which can safely be removed from the travel way to the roadway edge and notify the DOH of the exact location and description.
- Identify chemical spills on or near the roadway and report such incidents to the DOH.
- Perform as a "First Responder" at a variety of highway-related emergency situations; securing the area, administering CPR or first aid if required, and assisting emergency medical, fire department, and/or law enforcement personnel by positioning the patrol truck in a manner that provides a safe zone for the accident responders.
- Monitor the designated patrol routes, bridges and surrounding areas for suspicious activities as identified by Homeland Security training. Report all such suspicious activities to the appropriate law enforcement agency and/or 911 Center.
- Monitor the patrolled areas during "amber alert" situations and relay pertinent observations to the appropriate law enforcement agency and/or 911 Center.
- Provide the Temporary Assistance for Needy Families, TANF recipients and/or individuals receiving public aid or assistance transitional employment with skills, training and educational opportunities which ultimately will lead to these individuals successfully transitioning from public aid or assistance to self-sustaining members of their communities.
- Offer Ameri Corps educational awards to the TANF recipients and/or individuals receiving public aid or assistance to further educational opportunities and goals of these recipients.

### VENDOR RESPONSIBILITIES

The successful vendor shall be responsible for the following:

Establish necessary policies, procedures and protocols which culminate in:

- The management, supervision and successful execution of a statewide program which utilized large numbers of inexperienced staff.
- Harmonious relationships with various federal, state and local government agencies/bodies having bona fide interests/input in the Courtesy Patrol Program.
- Promote West Virginia tourism and hospitality to the travelers of West Virginia's Interstate and APD routes.
- Final selection of patrol operators and patrollers as pre-selected recruited and screened by the WV Department of Health and Human Resources (DHHR)



### Vehicle Requirements

The successful vendor shall be responsible for the purchase of trucks to be utilized in the performance of program requirements. Such costs for the 1<sup>st</sup> 12 month period of the contract shall be included and quoted separately in the bid and will be paid by the Division of Highways upon receipt of an acceptable invoice for payment. Payment shall be made jointly to the vendor and dealership from which the vehicles are purchased.

The vendor shall provide 30 half-ton, full size pick-up trucks, 2010 model year or newer, and all white in color. Additionally, 6 half-ton, full size trucks shall be included to provide back-up, service and supervisory support. The value of these units must be included in the bid price for vehicles. The cost of vehicles shall be quoted separately for the 1<sup>st</sup> 12 month period on the Form of Bid provided.

Vehicle purchase needs for subsequent renewal periods will be required and shall be authorized as necessary. This authorization will be made by the Division of Highways after a review of vehicle odometer readings and vehicle maintenance expenses submitted by the vendor. The vendor shall be required to obtain no less than 3 competitive bids for the purchase of such vehicles. The purchase shall be made from the lowest bid vendor meeting the requirements of the vendor's bid specifications. Evidence of competitive bids must be provided and accepted by the Division of Highways prior to finalization of any vehicle order.

- The patrol trucks shall be supplied, titled, licensed and insured by the vendor according to all applicable West Virginia Motor Vehicle laws. Patrol trucks shall be considered the vendor's property for the life of this agreement.
- Proof of the vendor's motor vehicle insurance coverage shall be supplied to the WVDOY/DOH prior to actual patrol coverage of the designated routes.
- The patrol trucks utilized to patrol the designated routes shall be white in color, outfitted with standard equipment and supplies (refer to listing under Equipping Patrol Trucks) and have standardized Courtesy Patrol reflective logos, Division of Tourism logos and the vendor's toll free Courtesy Patrol telephone number decals applied to each truck.
- Attachment A lists the designated state interstate and APD corridor routes which shall be patrolled. Additionally, the quality of patrol trucks required is listed for each designated route. It is the intent of this agreement that separate patrol units will patrol the routes in 25 to 35 mile length (one-way) patrols (see Attachment A) to insure response time for stranded/disabled vehicles and motorists in **less than one (1) hour**.
- The successful vendor shall have 100% of the patrol trucks patrolling designated routes (Attachment A) within four (4) weeks of the award date of this contract.

### Vehicle Maintenance, Operating Expenses and Repairs

- All vehicle maintenance, repairs and operating expenses (except fuel) for the fleet of patrol trucks and other vehicles utilized in the operational support of the Courtesy Patrol Program shall be the responsibility of the vendor.
- All patrol units shall be maintained by the successful vendor in a safe operating condition at all times and in compliance with applicable West Virginia Motor Vehicle laws.

- It is imperative that all designated routes listed in Attachment A are patrolled daily. Prospective vendors shall plan for extra patrol units and/or arrangements which allow a statewide preventative maintenance program insuring minimum down time/out-of-service periods for patrol vehicles.

### **Establish, Manage and Staff a Dispatch Center**

- A dispatch center(s) operation shall be established, managed and staffed by the successful vendor which allows communications 16/7 365 days per year.
- The dispatch center shall have the capability to communicate and dispatch all patrol units statewide. Additionally, the dispatch center shall have the capacity to communicate with the vendor's supervisory staff, the DOH Traffic Management Center and statewide law enforcement and 911 emergency centers.
- As a part of the dispatch center requirement, the vendor shall establish and maintain a statewide toll-free telephone number which shall be staffed for all operating shifts. The Courtesy Patrol Program toll-free telephone number shall be prominently displayed on each patrol truck and shall be printed on all materials featuring the Courtesy Patrol Program. All Courtesy Patrol Program patrollers and dispatch center staff shall receive adequate training and orientation in the following subject/skills as a minimum:
  - Certification in CPR and first aid, American Red Cross Certification
  - Hospitality/customer service
  - West Virginia Tourism Training
  - Minor auto mechanics and repair
  - Defensive driving techniques
  - Freeway incident management training
  - Identification and reporting requirements for chemical spills.
  - Proper two-way radio and cellular telephone communications.
  - Homeland security training.
  - Amber Alert Program training.

All courtesy patrol patrollers and dispatch center staff shall receive orientation and training upon placement and the vendor must develop a program which allows continuing education (annually as a minimum) for the patrollers and dispatchers in all of the skill areas.

The successful vendor shall prepare and submit to the WVDOT/DOH a training plan which will summarize the content and provides names of the instructors for each of the aforementioned training subjects/skills prior to contract award.

The expenses associated with this training/orientation are not reimbursable under this agreement

### **Equipping Patrol Trucks**

Equipping each patrol truck and maintaining supply of the following items shall be the responsibility of the vendor:

- Cellular telephones
- Tool boxes – truck mounted, behind the cab type
- Fire extinguishers – appropriate type and size
- Safety cones and flares
- First aid kits and blankets
- Containers for water, gasoline (safety type) and vehicle coolant
- Tool kits for minor auto repairs
- Portable air tanks, vehicle jacks and 4-way lug wrenches
- Flashlights and shovels
- Jump-start cables

### Additional Vendor Responsibilities

The successful vendor shall be responsible for the additional listed responsibilities:

- Provide standardized uniforms, pagers and photo identification badges/cards for all patrollers.
- Insure that each patroller has a valid West Virginia vehicle operator's license and must verify same every 90 days through the West Virginia Division of Motor Vehicles.
- Secure a complete, accurate and up-to-date pre-employment background investigation for all patrollers through the West Virginia Department of Public Safety.
- Secure motor vehicle insurance as required by West Virginia Motor Vehicles law for each motor vehicle utilized under this contract.
- Secure professional liability insurance and/or fidelity bonding for all persons handling funds received or disbursed under this agreement in the amount of \$1,000,000 minimum.
- Installation of all patrol truck courtesy patrol logos and decals in a standardized format. Please note that logos and decals will be provided by the WVDOT/DOH and WV Division of Tourism.
- Deliver and stock Tourism brochures and literature at the Division of Highways interstate rest area locations.
- Establish and maintain a records retention system and extensive database system capable of collecting and archiving detail data associated with the operation of the Courtesy Patrol Program. Vendor's data system must be able to provide stand-alone capacity required to:
  - Provide program support for payroll and other required operating systems.
  - Track vehicle fuel purchases and consumption.
  - Record and accumulate patrol activities/responses for the life of this agreement, generation of patrol activity statistics on a bi-monthly interval as well as annually for the DOH. (See Attachment B Guideline for Courtesy Patrol Statistics).
  - Provide data to satisfy other state and federal agency requests associated with the Courtesy Patrol Program.
- Make available for inspection to the WVDOT/DOH and the WV Division of Tourism all audits and reviews, books and records, financial and otherwise relating to the Courtesy Patrol Program.

### Compensation of Patrollers

Each TANF/public aid or assistance recipient shall be compensated a minimum of \$7.25 per hour for a minimum of 32 hours per week. A minimum of 8 hours per month may be utilized for individual job skills and job retention training at the discretion of the vendor. The expenses associated with this training are not reimbursable under this agreement.

### MANDATORY VENDOR REQUIREMENTS

The successful vendor shall meet the following requirements:

- A minimum of three (3) years experience successfully managing a program (statewide preferred) which utilized TANF recipients and/or individuals receiving public aid or assistance for 50% or more of its prime workforce. A concise summary detailing prospective vendor's experience should accompany the vendor's bid but must be provided prior to contract award.
- Documentation from a federal and/or state enforcement agency shall be provided which certifies both Homeland Security and Amber Alert Program training has been provided to the prospective vendor or vendor's designee.
- Membership in an Intelligent Transportation System (ITS) organization.
- A minimum of two (2) years experience managing a communications center responsible for emergency response dispatch.

### STATE AGENCY RESPONSIBILITIES

The West Virginia Department of Health and Human Resources (DHHR) will identify, screen and recruit the qualified applicants available for assignment as courtesy patrol operators or patrollers. Final selection of patrol operators or patrollers will be the responsibility of the successful vendor.

The WVDOT/DOH will provide the following support at its expense for the Courtesy Patrol Program:

- All motor vehicle fuel for the actual patrol trucks, small fuel containers carried on patrol trucks, and a maximum of 7 vehicles used in the direct supervision and management of the Courtesy Patrol Program. The method selected for providing fuel is totally at the discretion of the WVDOT/DOH. The WVDOT/DOH reserves the right to monitor and review fuel consumption, selection and pricing and provide feedback/direction to the vendor regarding the fuel reviews. Questionable, unacceptable or unsupported fuel purchases/consumption shall be reasons to reduce the vendor's monthly invoice amount.
- Installation of WVDOH two-way mobile radios and antenna on each patrol truck to allow patrollers communication abilities with the DOH installations.
- All courtesy patrol truck logos and decals which promote and advertise the program, including the vendor's statewide toll free telephone number and the Division of Tourism web address. The decals and logos will be prepared in a standardized format, constructed

on highly reflective materials. Installation of the decals and logos on the trucks shall be the vendor's responsibility.

- Installation of standard cab-mounted emergency bar light and required hardware for each patrol truck. The type of bar light selected shall be at the complete discretion of the WVDOH/DOH.
- Safety vests for all patrollers in assorted sizes in a quantity sufficient to provide each patroller a new vest 2 times during the calendar year.
- Patrol-unit sized fire extinguisher refills for those fire extinguisher units deemed serviceable. This service is refundable by the WVDOH/DOH to the contractor.
- Sand and similar abrasive materials for patroller's use as traction material during winter storm conditions. The available quantity, types and pick-up sites for traction materials is at the sole discretion of the WVDOH/DOH.
- Highway maps to be provided for motorists as required.
- Printed "business cards" which are to be distributed by all patrollers to each motorist that is assisted. In addition to providing brief details of the Courtesy Patrol Program and soliciting feedback from assisted motorists, these cards explain the program is funded by the WV Division of Tourism and **gratuities cannot be accepted.**
- Process the vendor's invoices in a timely manner for reimbursement (refer to Reimbursement Section for complete details).

### REIMBURSEMENT

Reimbursement of valid Courtesy Patrol Program expenses will be the responsibility of the WVDOH/DOH. The vendor shall submit a monthly invoice detailing program expenses in a format approved by the WVDOH/DOH. The period invoices will be in arrears and submission of the vendor's invoice to the WVDOH/DOH must be completed no later than the second workday of each month.

Upon receipt of the vendor's invoice, the WVDOH/DOH will review the expenses submitted for reasonableness, appropriateness and compliance with this agreement, if approved, will further process the vendor's invoice for disbursement of funds to the vendor.

The successful vendor will be encouraged to enroll in the West Virginia State Auditor's E Vendor Program which allows the vendor's reimbursement to be processed electronically.

The following situations shall be valid reasons to cause a reduction in the vendor's monthly invoice amount:

- 1) All "non-patrolled" routes/hours for any segments of the designated patrol routes are listed on Attachment A. Prospective vendors are required to provide an hourly rate for each shift option for such purposes on the Form of Bid provided. Non-patrolled route/hour values for reduction to vendor's invoice amount will be calculated using the vendor's program-wide hourly rate specified on the bid. (See Form of Bid for formula)

- 2) All questionable, unacceptable and/or unreported fuel consumption or purchases as identified by the WVDOT/DOH shall result in a like amount reduction to the vendor's monthly invoice amount.

It is expressly understood and agreed that in no event will the total reimbursement exceed the maximum amount established in this agreement.

### **ADVERTISING ON COURTESY PATROL VEHICLES**

Advertising on Courtesy Patrol vehicles is not currently part of this contract. Should the WVDOT/DOH and the Division of Tourism jointly agree to proceed with courtesy patrol advertising, that advertising will be administered by the Courtesy Patrol Vendor via change order to this contract or under a separate contract.

### **BID EVALUATION AND SUBMISSION REQUIREMENTS**

Prospective vendors shall submit bids for the operation of the statewide Courtesy Patrol Program as required on the attached Form of Bid.

Prospective vendors shall submit a bid price for monthly operating costs excluding all reimbursable items and services by the WVDOT/DOH on the attached Form of Bid.

Prospective vendors shall submit a bid price for the purchase of vehicles required for the 1<sup>st</sup> 12 month period of program operation as described in the Vehicle Requirements Section above. The bid price shall be provided on the attached Form of Bid.

Prospective vendors shall submit a bid price for a statewide hourly rate which shall be used for calculation of reductions as described under the Reimbursement Section above.

The bid evaluation and contract award shall be based on the combined cost of monthly operation and vehicle purchase price for the 1<sup>st</sup> 12 month period of contract performance. The contract shall be awarded to the lowest responsible bidder meeting the requirement of the specifications.

### **BID SUBMISSIONS**

Additionally, prospective vendors should submit the following items with their bid package:

- A concise summary detailing a minimum of three (3) years experience of successfully managing a program (statewide preferred) which utilized TANF receipts and/or individuals receiving public aid or assistance for 50% or more of its prime workforce.
- Documentation from a federal and/or state enforcement agency which certifies both Homeland Security Training and Amber Alert Program Training has been provided to the prospective vendor or vendor's designee.
- Valid membership in an Intelligent Transportation System (ITS) organization.
- Verification of two (2) years minimum experience managing a communication center responsible for emergency response dispatch.

- Valid membership in an Intelligent Transportation System (ITS) organization.
- Verification of two (2) years minimum experience managing a communication center responsible for emergency response dispatch.

It is preferred that vendors include these listed items with their bid package; however, failure to provide this information within the stated time period upon request by the agency during the evaluation period may result in the disqualification of the vendor's bid

Prior to award of the contract, the selected vendor shall be required to submit the following documentation to the WVDOT/DOH:

- Vendor's Training Plan/Program summarizing the content and instructors' names for each of the skill/subject areas
- Proof of professional liability insurance and/or fidelity bonding for all persons handling funds received or disbursed under this agreement in the amount of \$1,000,000 minimum.
- Proof of motor vehicle insurance for the fleet of vehicles required by this agreement.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

The following equal employment opportunity requirements apply to this agreement/contract.

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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.

(b) Age

In accordance with the Age Discrimination Act of 1975, as amended, 29 U.S.C. §§ 6101 *et seq.* and implementing regulations, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities

In accordance with Section 102 of the Americans With Disability Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disability Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.



## 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 the parties to this agreement. The vendor, as independent contractor, is solely liable for the acts and omissions of its employees and agents.

The vendor shall be responsible for final selection, supervision and compensation of any and all individuals employed pursuant to the terms of this agreement and resulting contract. Neither the vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

The 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, excluding but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of necessary documents, forms and returns pertinent to all of the foregoing.

The 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 payment, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without express written consent of the West Virginia Department of Transportation/Division of Highways.

**INDEMNIFICATION**

The vendor agrees to indemnify, defend and hold harmless the State and the West Virginia Department of Transportation/Division of Highways, their officers, and employees from and against:

- (1) Any claims or loss of services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of this 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.
- (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 laws.
- (4) Any claims, losses or liabilities for or arising out of injuries to persons or damage to real or personal property arising out of the performance of the work provided for in this agreement by the vendor, its employees, subcontractors, or agents.

## INTERSTATES

	<u>Quantity Patrol Trucks Required</u>
Interstate 64: From Kentucky State Line (Wayne Co.) to Charleston (Kanawha Co.)	2
Again from Jct. I-77/I-64 (Raleigh Co.) to Virginia State Line (Greenbrier Co.)	2
	----- 4
Interstate 68: From Maryland State Line (Preston Co.) to Jct. I-79/I-68 (Monongalia Co.)	1
Interstate 70: From Ohio State Line (Ohio Co.) to Pennsylvania State Line (Ohio Co.)	.5
Interstate 470: From Ohio State Line (Ohio Co.) to junction of I-70 (Ohio Co.)	.5
	----- 1
Interstate 77: From Ohio State Line (Wood Co.) to Charleston (Kanawha Co.) @ WV Parkways Entrance	3
Again at Princeton (Mercer Co.) to Virginia State Line (Mercer Co.)	1
	----- 4
Interstate 79: From Pennsylvania State Line (Monongalia Co.) to Charleston (Kanawha Co.)	5
Interstate 81: From Maryland State Line (Berkeley Co.) to Virginia State Line (Berkeley Co.)	1
Interstate Spare Patrol Trucks	2
	-----
Total Patrol Trucks Required – Interstates	18

## APD CORRIDORS

		<u>Quantity Patrol Trucks Required</u>
Corridor D (US 50)	From Dupont Rd Exit (Wood Co ) To Jct. I-79/US 50 (Harrison Co.)	2
Corridor G (US 119)	From Kentucky State Line (Mingo Co ) To Jct US 119/WV 61 (Kanawha Co.)	3
Corridor H (US 33)	From Jct. I-79/US 33 (Lewis Co ) to Kerens Rd. (Randolph Co.) and from Moorefield (Hardy Co.) To Jct. US 33 and WV 55 near Baker	2
Corridor L (US 19)	From Jct. I-77/US 19 (Raleigh Co.) to Jct. I-79/US 19 (Braxton Co.)	2
Corridor Q (US 460)	From Virginia State Line – Bluefield to Virginia State Line – Glen Lyn, Virginia	1
	APD Spare Patrol Trucks	2
	Total Patrol Trucks Required – APD Corridors	<hr/> 12

Attachment B

### GUIDELINE FOR COURTESY PATROL STATISTICS

Current Date \_\_\_\_\_

Courtesy Patrol Statistics for the period patrolled from \_\_\_\_\_  
to \_\_\_\_\_

- Total miles traveled all patrol trucks:  
\_\_\_\_\_
- \_\_\_\_\_ telephone calls have been received:
  - \_\_\_\_\_ related to vehicle assists
  - \_\_\_\_\_ patroller related calls
  - \_\_\_\_\_ calls from the Parkways Authority
  - \_\_\_\_\_ calls from the WVDOH/DOI
  - \_\_\_\_\_ calls from various law enforcement agencies
  - \_\_\_\_\_ calls from 911 centers
  - \_\_\_\_\_ calls from traveling public
  - \_\_\_\_\_ motorists' appreciation call-ins
  - \_\_\_\_\_ miscellaneous calls
- \_\_\_\_\_ vehicles assisted.
- \_\_\_\_\_ stops to remove debris from the highways
- \_\_\_\_\_ deer and \_\_\_\_\_ other animal carcasses removed from highways.
- \_\_\_\_\_ bear carcasses removed from highways.
- \_\_\_\_\_ routine procedural checks done on vehicles.
- \_\_\_\_\_ abandoned vehicles were checked.
- \_\_\_\_\_ occurrences first aid given and CPR given \_\_\_\_\_ times.
- \_\_\_\_\_ travel literature distributed

## FORM OF BID

## WEST VIRGINIA COURTESY PATROL PROGRAM

	Monthly	12 Months Operating Cost	Vehicle Cost	Total 12 Month Cost*
Bid Amounts	\$ 260,509.73	\$ 3,126,116.76	\$ 502,134.00	\$ 3,628,250.76

\*Note: Total 12 Month Cost is sum of Vehicle Cost plus 12 Months Operating Cost

Statewide Hourly Rate: \$ 535.29

***Bid Request:*** A concise summary detailing a minimum of three (3) years experience of successfully managing a program (statewide preferred) which utilized TANF recipients and/or individuals receiving public aid or assistance for 50% or more of its prime workforce.

***Summary Outlining CCCWV's Experience.***

The mission of Citizens Conservation Corps of West Virginia (CCCWV) is to conduct projects and programs that strengthen and revitalize our communities; provide self-esteem, educational enhancements, and employment opportunities through meaningful work experiences for both youth and adults; and conserve, develop and enhance our state's natural resources.

The CCCWV has seventeen (17) years of experience managing hard-to-serve populations (both youth and adults). Eleven (11) of those years have been used working directly with the TANF population (statewide program) wherein a minimum of 50% of its prime workforce fell under said category.

The West Virginia Courtesy Patrol (WVCP), operated via contract by the Citizens Conservation Corps of West Virginia (CCCWV), reduces the number of individuals receiving public assistance and/or aid in the state of West Virginia through the employment and continuing education of former welfare recipients and unemployed adults as patrol operators and dispatchers. The WVCP program benefits the traveling public, both using our interstate highways and corridors for tourism and local commerce. See below for a list of accomplishments and accolades associated with the welfare-to-work aspects of the program.

- Placed over 1600 former welfare recipients into employment at wages ranging from \$7.25 to \$17.54 per hour;
- 79% job retention rate at six-months--one of the highest in the country for all WtW programs;
- WVCP has helped WV earn over \$40 million in matching funds from the USDOL and in Federal High Performance bonuses for the Department of Health and Human Resources;
- Recognized as a National Model by the United States Dept of Labor for innovative approach to job creation; and
- Drivers are eligible to receive an AmeriCorps Education Award worth \$4725.00 for his or her education.

In addition to CCCWV operating one of the largest and most successful welfare-to-work programs in the country, it was also recognized as the largest welfare reform movement in the country (in 1998) by removing 133 individuals off of the welfare rolls at one time; thus helping West Virginia rank in the top 15 (out of 50 states) for three (3) categories: 1-Job Placement; 2-Job Retention; and 3-Earnings Gain Rate.

June 14, 2010

Robert A. Martin  
Executive Director  
Citizens Conservation Corps of West Virginia  
198 George Street  
Beckley, WV 25801

Dear Mr Martin,

This correspondence serves as a follow up to the training conducted on June 11, 2010 by Special Agent Paul Payette of the FBI's Joint Terrorism Task Force (JTTF) for your Staff and Supervisory/Management team of the West Virginia Courtesy Patrol (WVCP). The purpose of the training was to ensure that your operations are up to date and current as it relates to safety and surveillance aspects associated with your role in Homeland Security as the vendor for the Courtesy Patrol program. I commend you for being proactive and taking the initiative to work with the Federal Bureau of Investigation's Training Unit in Clarksburg, WV, along with the West Virginia State Police in developing your existing Homeland Security Training outline and curriculum.

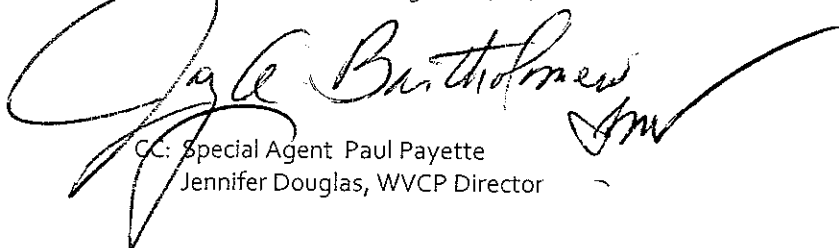
Your ability to recognize and ascertain the importance of providing relevant training and refresher courses coupled with any necessary tweaks or upgrades to your curriculum is key. The role of the WVCP in the monitoring of designated patrol routes, bridges, overlooks and interchanges for suspicious activities, as identified by the Department of Homeland Security and Federal Highways Administration (FHWA) plays an important role in protecting our homeland. As a member of the FBI's Joint Terrorism Task Force, the additional layer of surveillance provided by your drivers as the "eyes and ears" on West Virginia's Interstate highways (including during the activation of an Amber Alert) is both assuring and pivotal. As a recap, the following topics were addressed during Special Agent Payette's training:

- What is the Joint Terrorism Task Force?
- What is the WVCP's role in homeland security?
- What is the proper way to identify, manage and report an "incident?"
- What are the critical infrastructures on the CP routes that could potentially be a terrorist target?
- What is the Fusion Center and West Virginia Information Exchange?

I will keep you apprised and aware of any changes or new trends that may emerge wherein the WVCP would benefit from additional training, techniques, or tools deemed appropriate for your operations. The Courtesy Patrol is a unique and valuable program and an asset to our state. I wish you continued success with the program. If I can be of any further assistance, please do not hesitate to me know.

Sincerely,

Jay A. Bartholomew, SSRA  
Federal Bureau of Investigation (FBI)

A large, stylized handwritten signature in black ink, appearing to read "Jay A. Bartholomew". The signature is written over the typed name and title of the sender.

CC: Special Agent Paul Payette  
Jennifer Douglas, WVCP Director



# CERTIFICATE OF TRAINING

This is to certify that the

*West Virginia Courtesy Patrol*

successfully completed

## HOMELAND SECURITY TRAINING

FROM THE FEDERAL BUREAU OF INVESTIGATION  
ON JUNE 11, 2010.



Jay A. Bartholomew, SSRA

Federal Bureau of Investigation (FBI)



**West Virginia State Police Headquarters  
725 Jefferson Road  
South Charleston, WV 25309**

15 June 2010

**Joe Manchin III**  
Governor

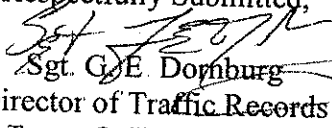
**Colonel Timothy S. Pack**  
Superintendent

Colonel Timothy S. Pack  
Superintendent  
West Virginia State Police  
725 Jefferson Road  
South Charleston, WV 25309

To Whom It May Concern:

This correspondence serves as verification and explanation of the role that the West Virginia Courtesy Patrol (WVCP) plays in the state of West Virginia's Amber Alert program. The Courtesy Patrol drivers patrol designated highways and are the "eyes and ears" during the activation of an Amber Alert. Patrol units assist law enforcement in the aid and recovery of an abducted child by looking for vehicle descriptions and/or other vital information conveyed to the WVCP that pertains to the abduction of a missing child.

Furthermore, the WVCP is a member of the state's Amber Alert Task Force and has attended prior National Amber Alert Conferences pertaining to this program. Should you need further information regarding this matter, please don't hesitate to contact me.

Respectfully Submitted,  
  
Sgt. G. E. Dornburg  
Director of Traffic Records  
Troop O, Headquarters

***Bid Request: Valid membership in an Intelligent Transportation System (ITS) organization.***

***Summary Outlining CCCWV's Membership with ITS America.***

The Citizens Conservation Corps of West Virginia (CCCWV) has been an active member of Intelligent Transportation Systems (ITS) of America for almost seven (7) years. The CCCWV has attended and participated in several ITS and Rural ITS Conferences, while also serving on a panel related to motorist assistance patrol programs, Amber Alert and 511.

Attached you will find verification of the CCCWV's active/valid membership status. The next payment date for our yearly dues will be February 28, 2011. Our most recent annual dues were paid on 2/9/2010 to ITS America (Member ID 71226).

# ITS AMERICA

ITS America

1100 17th Street, NW Suite 1200  
Washington, DC 20036-4639

Telephone: 202-484-4847/Fax: 202-484-3483

Invoice Date: February 9, 2010

Ms. Jennifer Douglas  
Citizens Conservation Corps of WV  
198 George St  
Beckley, WV 25801-2608

Federal ID# 52-1702822

Member ID: 71226

Item Description	Invoice Number	Expire Date	Dues Year	Total Dues	Total Paid	Balance Due
Trade Association	INV-07065- PW8AYZ	2/28/2010	2010	\$1,150.00	\$0.00	\$1,150.00

PAID  
MAR 01 2010  
BY: 45691

CITIZENS CONSERVATION CORPS OF WEST VIRGINIA

				45691	45691
	INV-07065-PW8AYZ	2/9/10	1,150.00		1,150.00

3/1/10

Vendor: ITS America

\$1,150.00

Account: Citizens Conservation Corps of West Virginia

Details:

- Information
  - More Addresses
  - Activities
  - History
  - Sub-Accounts
  - Contacts
  - Relationships
  - Summary
  - Rapid Pay
  - Chapter
  - Location
  - Region
  - Lockboxes
  - Payment Demogra...
  - Audit Log
  - History Store
- Sales:
- Opportunities
  - Quotes
  - Orders
  - Invoices
- Service:
- Cases
  - Contracts
- Marketing:
- Marketing Lists
  - Campaigns

View Address Information Billing Information Administration Details Web Portal Notes

Membership Information

Account Name	Citizens Conservation Corps of West Virginia
Member ID	71226
Member Type	MASN2 - Trade Association
Lead Source Field	
Category	Non Profit
Customer Type	
Ownership	Private

Communication

Parent Account	
Primary Contact	<a href="#">Douglas, Jennifer</a>
Web Site	<a href="http://wvccc.com/patrol.html">http://wvccc.com/patrol.html</a>
Acronym	CCCWV

Member Profile

Benefit	Intelligent Transportation Society of America
Rate	Trade Association
Benefit Status	Renew
Chapter	
Total Charged (\$)	1,150.00

Status: Active

Done

***Bid Request: Verification of two (2) years minimum experience managing a communication center responsible for emergency response dispatch.***

***Summary Outlining CCCWV's Experience.***

The Citizens Conservation Corps of West Virginia (CCCWV) has eleven (11) years of experience managing a "statewide" communication center responsible for emergency response dispatch. The CCCWV began operation of the West Virginia Courtesy Patrol in November of 1998 and worked with Jimmy Joe Gianato (former Director of 911 Emergency Services in McDowell County), who is currently serving as Director of West Virginia's Division of Homeland Security and Emergency Management (appointed by the Governor). Gianato worked with the CCCWV in the oversight, development, design, and implementation of the WVCP Communications Center.

In addition, a former state trooper and 911 dispatcher worked 1-on-1 with all Courtesy Patrol dispatchers; each dispatcher received hands-on training and work experience around the clock. The training was broken into three (3) segments: 8a-4p; 4p-12a; and 12a-8a. It should also be noted that seven (7) of the 11 referenced years of experience "*managing a communication center*" occurred statewide, around the clock (24 hours/day, 7 days/week, 365 days/yr) which exceeds above and beyond the criteria set forth. The ability and capacity to operate a Comm Center is critical and key for statewide patrol operations of this magnitude to operate efficiently due to the volume of calls and multitude of units and expectations.

Dispatchers undergo ongoing training (inc job shadowing), along w/job readiness and preparatory instruction and certifications including, but not limited to: First Responder and Emergency Response; Freeway Incident Management; Proper Chain of Command and Protocol; Public Relations and Customer Service/Hospitality; Homeland Security; Amber Alert; Communications and Listening Skills; Computer Applications e.g. Microsoft Access, Word, Excel, Outlook Express and the Internet; Road and Weather Conditions; Sexual Orientation/Harassment; Safety & First-Aid; and CPR.

The Communications Center is the central operating vessel that establishes, receives, and maintains contact with all operating patrol operators & units throughout the state. The CP Comm Center also maintains regular contact with the Transportation Management Center (TMC), WVCP Supervisors & additional management/personnel; the traveling public; law enforcement; 9-1-1 Centers; Division of Highways' District Offices; Office of Emergency Services; etc.

A wide range of data and statistics are maintained and entered into various database programs and systems to track progress and performance associated with the daily operations and deliverables associated with the patrol's responsibilities. Numerous charts and tables have been designed to meet established reporting requirements, respond to special requests from various state/federal agencies and departments, assist in day-to-day tasks and assignments, enable management to troubleshoot and respond rapidly when/if necessary, and in general, provide accurate and timely data vital for the patrol operations to operate at a high level of efficiency and effectiveness. Management also uses certain data as an effective tool to gauge levels of service and outputs.

# West Virginia Courtesy Patrol: Training Plan/Program

*Administered by the Citizens Conservation Corps of West Virginia*

**Curriculum** (Note - This training curriculum was developed by Reggie Seacrist (background: Retired 1<sup>st</sup> Sergeant, West Virginia State Police in conjunction with other law enforcement officials) :

- *Freeway Incident Management*
- *Defensive Driving*
- *Safety & First-Aid*
- *CPR*
- *Homeland Security (via FBI)*
- *Amber Alert (via WV State Police)*
- *Customer Service/Hospitality (via WV Dept of Education)*
- *Sexual Harassment*
- *Verbal & Non-Verbal Communication*
- *Communications (2-way radio & cell phone)*
- *Effective Listening & Relating to Others*
- *Job Shadowing*
- *Global Positioning Satellite - GPS (where applicable)*
- *Safety Measures & Requirements*
- *Work Ethic & Stress Management*
- *Positive Attitude*
- *How to Manage Effectively*
- *Minor Auto Mechanics & Repair*
- *How to Handle and Report Chemical Spills*
- *Route Coverage Awareness & Map Reading*
- *Operational/Personnel Policies & Procedures*

**Trainers** (Note - All Courtesy Patrol personnel referenced below are also certified through the American Red Cross as Instructors who can administer and certify CP employees in First-Aid and CPR):

- *John Farrell, Safety & Training Director*
  - Administers all training components referenced in the curriculum above
- *Ed Cornett, Manager of Operations*
  - Administers all training components referenced in the curriculum above
- *Lynda Tunstalle, Field Supervisor*
  - Administers all training components referenced in the curriculum above excluding Homeland Security & Amber Alert (has received the training, but does not administer)
- *Eric Daniel, Field Supervisor*
  - Administers all training components referenced in the curriculum above excluding Homeland Security & Amber Alert (has received the training, but does not administer)
- *Tammy Bishop, Field Supervisor*
  - Administers all training components referenced in the curriculum above excluding Homeland Security & Amber Alert (has received the training, but does not administer)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

INSURED  
COPY

DATE (MM/DD/YY)  
03/08/10

**PRODUCER**  
WV BOARD OF RISK & INSURANCE MGT.  
90 MACCORKLE AVE. SW, SUITE 203  
SOUTH CHARLESTON, WV 25303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Citizens Conservation Corps  
198 George Street  
Beckley WV 25801

INSURER A: NATIONAL UNION FIRE CO OF PITTSBURGH, PA  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	L3857	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 0
	<input checked="" type="checkbox"/> WRONGFUL ACT				PERSONAL & ADV INJURY \$ INCLUDED
	<input checked="" type="checkbox"/> PROFESSIONAL				GENERAL AGGREGATE \$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ N/A
A	AUTOMOBILE LIABILITY	L3857	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		07/01/2009	07/01/2010	WC STATUTORY LIMITS
	OTHER				
	STOPGAP				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
SUBJECT TO THE PROVISIONS, CONDITIONS AND EXCLUSIONS OF THE POLICIES LISTED ABOVE, IT IS AGREED THAT THE CERTIFICATE HOLDER IS AN "ADDITIONAL INSURED" WITH RESPECTS TO:

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED: CITIZENS CONSERVATION CORPS OF WV  
198 GEORGE STREET  
BECKLEY, WV 25801

CERTIFICATE NO: L 3857 - Jul 22, 1993

This certifies that the insured named above is an Additional Insured for the Coverage indicated below under General Liability Policy GL 0936375 and Automobile Policy CA 0936177 issued to the State of West Virginia by NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA.

COVERAGE PERIOD: Jul 1, 2009 to Jul 1, 2010 12:01 a.m. Eastern Time

COVERAGE AFFORDED: Comprehensive General Liability Insurance  
Personal Injury Liability Insurance  
Professional Liability Insurance  
Stop Gap Liability Insurance  
Wrongful Act Liability Coverage  
Comprehensive Auto Liability Coverage  
Auto Physical Damage Insurance  
Garagekeepers Insurance

LIMIT OF LIABILITY: \$1,000,000 each occurrence\* and is SUBJECT TO \$2,500 DEDUCTIBLE. \*For all coverages combined. This limit is not increased if a claim is insured under more than one coverage or if claim is made against more than one insured.

SPECIAL LIMITS: The auto physical damage limit is the actual cash value of each vehicle subject to a deductible of \$1,000.

CLAIM REPORTING: Claims should be reported to:  
Claim Manager  
West Virginia Board of Risk & Insurance Management  
90 MacCorkle Avenue S.W. Suite 203  
South Charleston, West Virginia 25303

Claims Made Prior Acts Date: July 22, 1993

THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO ALL OF THE TERMS, CONDITIONS, EXCLUSIONS AND DEFINITIONS IN THE POLICIES. IT IS A CONDITION PRECEDENT OF COVERAGE UNDER THE POLICIES THAT THE ADDITIONAL INSURED DOES NOT WAIVE ANY STATUTORY OR COMMON LAW IMMUNITY CONFERRED UPON IT.

BY:  DATED: June 10, 2009  
AUTHORIZED REPRESENTATIVE

AGENT OF RECORD: ALLEGHENY INSURANCE SERVICES INC.

PO BOX 1426  
ELKINS, WV 26241

CERTIFICATE OF PROPERTY INSURANCE

INSURED: CITIZENS CONSERVATION CORPS OF WV

198 GEORGE STREET  
BECKLEY, WV 25801

CERTIFICATE NO: P 3857 - Jul 22, 1993

This certifies that the Additional Insured named above is insured for first party Property Coverages procured and/or administered by the West Virginia Board of Risk and Insurance Management (BRIM). The coverages are provided through a combination of custom designed and conventional commercial insurance products.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO ALL OF THE TERMS, CONDITIONS, EXCLUSIONS AND DEFINITIONS CONTAINED IN THE POLICIES.

COVERAGE PERIOD: Jul 1, 2009 to Jul 1, 2010 12:01 a.m. Eastern Time

LIMIT OF LIABILITY: Stated values, for real and personal property, which have been declared to and accepted by BRIM, not to exceed the maximum coverage procured by BRIM.

THIS POLICY DOES NOT COVER DAMAGE FROM FLOOD.  
FOR INFORMATION ABOUT FLOOD INSURANCE, CONTACT THE NATIONAL FLOOD INSURANCE PROGRAM OR YOUR INSURANCE AGENT.

SPECIAL LIMITS: Each policy shall be governed by the special limits of liability contained therein.

DEDUCTIBLE: The State of West Virginia has a \$1,000,000.00 deductible on coverages it procures. The above listed insured has a \$2,500 deductible that is applicable to each loss.

CLAIM REPORTING: Claims should be reported to:  
Claim Manager  
West Virginia Board of Risk & Insurance Management  
90 MacCorkle Avenue S.W. Suite 203  
South Charleston, West Virginia 25303

BY: *Greg W. Stachwell*  
AUTHORIZED REPRESENTATIVE

DATED: June 10, 2009

AGENT OF RECORD: ALLEGHENY INSURANCE SERVICES INC.

PO BOX 1426  
ELKINS, WV 26241

Rev 09/08

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37 (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1 Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2 Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3 Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4 Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5 Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6 Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Citizens Conservation Corps of West Virginia Signed: \_\_\_\_\_

Date: 6/16/10

Title: Executive Director

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

RFQ No. 6610C027

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

**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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Citizens Conservation Corps of West Virginia

Authorized Signature: *Robert A. McG...* Date: 6-16-10

State of WV

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 16 day of June, 2010

My Commission expires February 9th, 2015

AFFIX SEAL HERE

NOTARY PUBLIC

*Edward Cornett*

