



May 24, 2010

Frank Whittaker
Department of Administration
Purchasing Division
Building 15
2019 Washington Street East
Charleston, WV 25305-0139

Re: Request for Quotation DEV1060 Trainer/Facilitator

Dear Mr. Whittaker:

The New River Community and Technical College Institute for Advanced Energy Training respectfully submits this proposal to conduct training and facilitation of meetings in conjunction with the Energy Efficiency and Conservation Block Grant Fund Program through the American Recovery and Reinvestment Act. Our price is \$5,460 as reflected on Attachment 1: Cost Sheet.

As requested in the RFQ, we are including details of two similar projects and the resumes of our key personnel involved in these initiatives as Attachment 2. Our DUNS number and evidence of our CCR registration are also included as Attachment 3.

Thank you for allowing us to submit this firm price quotation.

Sincerely,

Ted D. Spring, PhD
President

Attachments

RECEIVED

2010 MAY 25 AM 9:52

WV PURCHASING
DIVISION

www.newriver.edu

Central Administration
221 George Street, Suite 2
Beckley, WV 25801
304.929.5445
304.929.5478 Fax

Beckley Campus
167 Dye Drive
Beckley, WV 25801
304.929.5450
304.929.5462 Fax

Greenbrier Valley Campus
101 Church Street
Lewisburg, WV 24901
304.647.6560
304.647.6561 Fax

Mercer County Campus
1397 Stafford Drive
Princeton, WV 24740
304.425.5858
304.425.0860 Fax

Nicholas County Campus
6101 Webster Road
Summersville, WV 26651
304.872.1236
304.872.3587 Fax

Raleigh County Campus
300 University Drive
Beaver, WV 25813
304.256.0260
304.256.0265 Fax

RFQ# DEV1060
Energy Efficiency Trainer/Facilitator
Attachment 1: Cost Sheet

The vendor must provide pricing inclusive of all associated costs for the following items including all travel costs and all other expenses. Unit cost must be provided per regional meeting.

Item No.	Description	Unit Cost	Estimated Qty.	Extended Cost
1	Regional Meeting	\$ 546	10	\$ 5460
Total Bid:				\$ 5460

Jed A. Spring

Attachment 2

Example #1

On January 7, 2010 we facilitated the USDA Community Forum on Jobs and Economic Growth. This event drew more than 100 representatives from local business, community based organizations, economic development authorities, regional planning and development councils, chambers of commerce, educational institutions, labor organizations, financial institutions, units of federal, state and local governments, and the hospitality and tourism industry.

During this event, the group discussion was facilitated by Lisa M. Hatcher, New River Community and Technical College (resume attached). During the morning session participants were divided into small groups to discuss seven questions provided by the White House and five additional subject areas identified by the USDA. The questions were presented one at a time, and participants were given a time limit to discuss each question. Each group nominated its own reporter to document its responses. The feedback was compiled and analyzed by Lisa Hatcher, Greg Perry, and William Loope during the lunch break, and the entire group was engaged in a large group discussion/training session during the afternoon. At the conclusion, several community leaders including the planning and development councils, economic development authorities, and chambers of commerce commented on the success of the facilitation and training and requested additional symposiums to discuss similar issues across the region in the future.

Example #2

New River Community and Technical College embarked on Advanced Energy Training in September 2009. As part of this initiative, we targeted the leaders in energy efficiency training as our first audience and have successfully trained members of the Governor's Office of Economic Opportunity as well as numerous members of the community action agencies statewide. At first, we contracted with outside vendors to deliver the training, but by late winter, our resident expert, Greg Perry (resume attached), licensed building contractor and former Vice-President of the West Virginia Home Builder's Association, had obtained the necessary credentials to be recognized nationally as a qualified trainer in this arena. Greg has extensive experience in residential and commercial building and also has credentials with the Building Performance Institute and the Residential Energy Services Network. He is currently training New River Community and Technical College students on green building technologies, building codes, and energy codes on a weekly basis.

Example #3

William J. Loope (resume attached) and Lisa M. Hatcher have extensive experience in bringing together regional stakeholders, helping them find a common ground on issues that affect them individually and collectively, and mapping out the paths forward which ensure a reliable stream of highly skilled workers which sustain industry as evidenced by their work with the Region 1 Healthcare Consortium. In 2002, Mr. Loope and Ms. Hatcher brought together hospital administrators from across southeastern West Virginia to help them identify ways to avoid a critical nursing shortage. As a result of the facilitations and reaching consensus on complex problems with complex solutions, recruitment, hiring, and retention policies for healthcare facilities (hospitals, clinics, nursing homes, and homecare agencies) have changed significantly. The group continues to meet at least twice per year to identify and address new issues, and Ms. Hatcher and Mr. Loope

have been invited to speak at numerous regional, state, and national conferences about the challenges and successes of the Region 1 Healthcare Consortium including:

- National Association of Workforce Development Professionals
- National Association of Workforce Boards
- National Workforce Association
- Workforce West Virginia Annual Conference
- West Virginia Rural Health Association
- National Rural Health Association
- West Virginia Technical Education Conference
- Region 5 Workforce West Virginia
- Region 7 Workforce West Virginia
- Kanawha Coalition
- State Health Education Council of West Virginia
- Virginia Rural Health Summit

Lisa M. Hatcher

327 Tolbert Farm Road, Beckley, West Virginia 25801

304.890.1178

lisamhatcher@yahoo.com

Summary

Creative, innovative, and enthusiastic professional with the ability to communicate thoughts clearly and concisely while creating favorable attitudes among various stakeholders including public and private organizations, special interest groups, and other constituents. A reputation of exercising diplomacy, building effective teams, thinking strategically, and achieving remarkable results while attracting students from all walks of life.

Areas of Expertise

- Building Partnerships & Coalitions
 - Developing Integrated Marketing Campaigns
 - Ensuring Enrollment Advances
 - Writing Press Releases & Reports
 - Preparing Presentations
 - Conducting Research & Analysis
-

Experience

New River Community and Technical College

2009 - Present

Allied Health Specialist

Work closely with the college's senior leadership, faculty, and healthcare community to provide leadership in responding to the healthcare industry's workforce needs. Serve as community liaison, establish recruitment network, align curriculum with employer needs, and assist in establishing short-term and long-term planning.

Mountain State University

2006 -2009

University Director of Marketing

Created a multi-faceted integrated marketing campaign to expand the University's ability to draw traditional students from other states to the Beckley Campus and to increase the programs and enrollment at our branch campuses. Responsible for research, training, advertising, direct-marketing, public relations/event marketing, and building partnerships.

- Initiated a statewide television branding campaign that grew into a multi-state initiative.
- Launched a new health publication in southern West Virginia called *THRIVE* magazine.
- Increased organizational participation in community events including the Relay for Life.
- Co-produced virtual surgery project reaching over hundreds of high school and college students through multiple media sources including IVN and web streaming.
- Authored needs assessment reports which included surveys and research to substantiate the addition of new programs in Martinsburg, WV, Orlando, FL, Mooresville, NC, Chester, PA, and Washington, DC.
- Researched and published the Region 1 WV State of the Healthcare Workforce Report.

Mountain State University Prospero B. Gogo Clinic

2005 – 2006

Executive Director

- Turned a failing medical clinic into a marketable asset.
- Improved profitability by 40% through the implementation of inventory control and time management processes.
- Increased monthly gross revenues by 68% by working with the team to develop more efficient patient scheduling and charge capturing systems.
- Worked with the board of directors and staff to develop a mission, core vision, and organizational goals and objectives.
- Developed plans and processes to ensure organization adhered to legal requirements and governmental reporting regulations.

Region 1 Workforce Investment Board 2002 - 2005
Workforce Development Coordinator
 Developed the Region 1 Healthcare Consortium from a six person ad hoc committee to a partnership of more than 75 organizations. Gained regional, state, and national recognition for Region 1 and its partners. Increased awareness of the nursing shortage and related issues across the state. Guided healthcare consortium partners in the development and implementation of solutions to effectively address the misalignment of the supply and demand of workers. Assisted in the realization of strategic goals in the hospitality, information technology, manufacturing, and entrepreneurship.

Valley College 2001 – 2002
Placement Director
 Implemented a fresh, innovative public relations campaign which led to a significant increase in traditional and online enrollment. Served on corporate marketing and strategic development team. Achieved 80% retention and 95% job placement rates. Developed and maintained enrollment management database tracking system for all current students and alumni. Taught career development, customer service, marketing, management, and economics courses. Received 2001 Employee of the Year award.

Montgomery Ward 2000 – 2001
Human Resources Manager
 Achieved top employee retention in the Mid-Atlantic district. Managed all aspects of human resources for a 100 person union shop. Trained all employees in providing outstanding customer service. Increased local community involvement. Implemented behavioral interviewing process.

Beckley Area Medical Clinic 1996 – 1998
Administrator
 Built a multi-specialty group clinic with locations in Sophia, Beckley, and Oak Hill, West Virginia. Recruited physicians to Southern West Virginia. Managed all aspects of administration including marketing, public relations, human resources, finance, and regulatory compliance.

Raleigh General Hospital 1988 – 1997
Practice Development Coordinator
 Recruited primary care physicians, surgeons, and other specialists to Southern West Virginia. Designed and implemented marketing and public relations campaigns for new physicians including print ads, community forums, health fairs, and speaking engagements. Assisted in office management of hospital-owned practices.

Education

Columbia Southern University Doctorate in Business Administration Anticipated graduation 2012	Present
Mountain State University Master of Science in Strategic Leadership	2006
American College of Healthcare Executives Managing Change: Thriving in the 21st Century	2004

The Foundation Center Grant Seeking and Proposal Writing Program	2004
West Virginia University Extension Community Development Institute East	2003
Appalachian Regional Commission Grant Proposal Technical Assistance Workshop	2003
Mountain State University Bachelor of Science in Business Administration	2002

**Community
Involvement**

Southeast Chapter President, State Health Education Council of WV	2008-present
Health South Southern Hills Rehabilitation Center Advisory Board	2008-present
Health Sciences Technology Academy Board of Directors	2008-present
President, Toastmasters Beckley	2007-present
Women in Search of Empowerment Board Member	2007-present
American College of Healthcare Executives	2002-present
Entrepreneurship Alliance, Inc. Member	2006 – 2008
WV Rural Health Association Member	2006 - 2008
Southeastern Area Health Education Center at WVSOM Advisory Board	2003 – 2008
Certified Workforce Development Professional	2003 – 2008
Valley College of Technology Advisory Board	2002 – 2008
State Health Education Council Member	2003 – 2006
Local School Improvement Council Member	2001 – 2006
President, Beckley Area Jaycees	2004 – 2005
MSU Prospero B. Gogo Clinic Board of Directors	2003 – 2005
New River Community & Technical College LPN Advisory Board	2003 – 2005
Maxwell Hill Elementary School PTO President	2001 – 2005
United Way of Southern West Virginia Board Member	2002 – 2004
Chairperson, BRCCC Member Relations Committee	2002 – 2004
Society for Human Resources Management Beckley Chapter Member	2001 – 2003
Top Achiever Beckley Raleigh County Chamber of Commerce	2001
West Virginia Accident & Health Insurance License Certification	1996

GREGORY C. PERRY

202 Greenbrier Road • Daniels, WV 25832 • perrygang6@suddenlink.net • (304) 578-1281

OBJECTIVE: Construction Project Management position with a progressive construction company.

SUMMARY OF QUALIFICATIONS

- **Experienced builder with over 23 years of management experience in residential and commercial construction projects.**
- **Highly skilled in project supervision and coordination, contract administration and detail oriented.**
- **Self-starter and problem solver with high moral and ethical standards.**
- **Effective negotiator and decision maker: direct, clear and confident in management of diverse projects.**
- **Broad knowledge of life safety, OSHA compliance and building codes.**
- **Committed to serving the company, the client, the architect and the building trades with pride, passion and perseverance.**

TECHNICAL SKILLS

Coordination/Supervision

- Thorough understanding of primary/specialty trade services performed on construction projects.
- Coordinated complex interfacing of major subcontractors on various size projects.
- Supervised work force of between ten and twenty-three employees.
- Provided support and direction to office staff as well as management staff of building trades or design consultants to ensure timely completion of tasks.
- Provided approved submittals to ensure quality of finished project.
- Reviewed all documents (drawings, specifications, contracts, change orders, RFI, schedules and correspondence) associated with project and communicated effectively with the Superintendent and all other members of the team to maintain an accurate and up-to-date understanding of the project. Prepared and assembled closeout documents which included punch lists, record drawings, Certificates of Completion, Closeout Manual, and Warranty Manual.
- Expedited completion, final acceptance and final payment for work.

Purchasing/Bid Solicitation

- Purchased all materials and equipment on residential and commercial projects.
- Located professional subcontractors and material suppliers with competitive unit pricing and ensured local, state and federal governmental compliance.
- Provided approved submittals to ensure quality of finished project.
- Reviewed and processed vendor submittals which included drawings, samples and product data specific to project.
- Prepared detailed/accurate job estimates, bid solicitation documents and bidders' list using established forms and conforming to company formats and procedures.
- Developed and presented formal proposals and bid responses.
- Presented prime contract and performed all procurement, project set-up and permitting tasks.

Building Codes/Safety/License

- Working knowledge of West Virginia and Florida building codes.
- Promoted on-site safety through enforcement of corporate, OSHA and other mandated "safe practices" requirements.
- Ensured code compliance and readiness for regulatory agency inspections.
- Developed and maintained project daily logs during project construction.
- Holder of West Virginia Contractors License in General Building (WV036614).

PROFESSIONAL EXPERIENCE

2004-2009

Project Manager

GC Perry Construction Group, Inc., Beckley, West Virginia

Commercial and custom home builder with emphasis on higher end projects ranging from \$300,000 to \$1,500,000.

Primary location of projects in The Resort at Glade Springs and Beckley, WV.

2000-2004

Project Manager

Glade Springs Construction Co., LLC, Daniels, West Virginia

Resort developer and facilities construction and improvement specialist with an emphasis on speculative home construction for move-up buyers and renovation of existing facilities within the resort. Project values ranged from \$180,000 to \$400,000.

1998-2000

Project Manager

The Batten Companies, West Palm Beach, Florida

General contracting firm with an emphasis on alterations renovations of existing homes and storefronts on Palm Beach Island, Florida and commercial new construction and build-outs in south Florida market.

1997-1998

Project Manager

First Florida Development, Inc., Stuart, Florida

Custom resort developer with primary focus of high-end projects at Sailfish Point, Hutchinson Island, Florida valued at between \$1,800,000 and \$5,000,000.

1993-1997

President

White Oak Contracting Co., Inc., Oak Hill, West Virginia

General contracting firm with equal emphasis on commercial and residential projects. Projects consisted of new homes, new commercial buildings and renovation. Average revenue per year of \$500,000 consistently maintained.

1990-1992

Account Executive

McDonough-Caperton Insurance Group, Beckley, West Virginia

Provider of insurance, risk management and construction bonding services to the construction industry.

1985-1990

Project Manager

Southeastern Building Systems, Inc., Oak Hill, West Virginia

General contracting firm specializing in new bank construction in West Virginia and Virginia.

EDUCATION

B.B.A. - Business Management

Marshall University

Huntington, West Virginia

ASSOCIATION AND AWARDS

National Association of Home Builders (NAHB) – Member Since 2001

Best of West Virginia Home Award – 2003

CERTIFICATIONS

West Virginia General Contractor License
Building Analyst Certification – Building Performance Institute
Lead Renovator Certification – Environmental Management Institute
Home Energy Rater Certification – Residential Energy Services Network
TESC HVAC Systems Inspection
TESC HVAC Basic Wiring and Electrical Heating Systems
TESC HVAC Gas Heating Systems
TESC HVAC Oil and Solid Fuel Heating Systems
Infrared Training – Monroe Infrared Technologies
Alternative & Renewable Energy – LabVolt
Basic Residential Electrical Wiring

William J. Loope

Experience

2006 – Present New River Community & Technical College and New River Community & Technical College Foundation (Contractor)

Director of Institutional Advancement & Foundation Executive Director

As the Director of Institutional Advancement, I am responsible to advise the college president and the board of governors in the organizing, planning and directing the internal and external activities of New River Community & Technical College which further the mission of the institution.

As the Executive Director of the recently reorganized New River Community & Technical College Foundation, I am responsible for:

- Developing a comprehensive campaign which includes annual giving, major gifts, scholarship programs, planned giving, informational brochures, and advocacy for federal and state funding which support the institution.
- Maintaining a working relationship with the West Virginia Legislature and the Congressional Representatives in Washington, D.C.
- Providing leadership in the development and expansion of the New River Community & Technical College Foundation to include campus chapters.
- Ensuring that the Foundation goals support the mission of the college.
- Serving as the principal liaison between the Foundation's board, each chapter's board of advisors, and the college.
- Establishing relationships with the philanthropic and business communities within the college's nine-county region of responsibility and beyond.
- Working to fund the college's facilities master plan and marketing team to support community and state-wide funding for the capital projects.
- Analyzing the feasibility study and designing and conducting a capital campaign for each campus of the college.
- Managing the Foundation budget, scholarship program and all donor contributions.
- Directing all affairs of the Alumni Association.

2000 – 2006 Region 1 Workforce Investment Board

Executive Director

As the executive director of the Region 1 Workforce Investment Board, I functioned in a matrix type environment in which I provided leadership, oversight, and coordination of several public and private agencies and partners. The Workforce Investment Board consists of thirty-six members representing the eleven counties of southeastern West Virginia. The membership includes business leaders, community based service providers, educational institutions, labor and economic development authorities. The board staff included twenty-seven employees, over two hundred indirect service staff and has been responsible for a combined budget of over \$45 million of public and private monies.

My accomplishments include:

- Extensive collaboration with the four economic development authorities of Southeastern West Virginia in designing, implementing, and leading economic development activities including the formation of the Entrepreneurship Alliance Corporation.
- Preparing numerous research documents compiled by the Region 1 Workforce Investment Board which are being used by the economic development authorities, West Virginia Development Office, and West Virginia University in their decision making processes.
- Developing plans and policies for a one-stop delivery system which was awarded the “National One-Stop System of the Year” award by the U.S. Department of Labor in 2005.
- Constructing twelve “one-stop” Workforce Career Centers across the eleven county area. These centers are state-of-the-art facilities and include the latest technological equipment available. The total office area is in excess of 93,000 square feet.
- Maintaining a fiscal system that exceeds the requirements of the federal and state laws. All audits have been “clean”, i.e., without findings or citing of any weaknesses.
- Establishing a primary leadership role in developing collaborative working relationships with partner agencies and stakeholder organizations which ensure maximum teamwork and integration of programs and services.
- Preparing and submitting proposals seeking alternative funding to support the programs, and goals and objectives of the board. To date, these proposals have brought in over \$16 million in public and private grants.
- Establishing close relationships with the elected state and federal office holders which facilitate political and governmental decision making based upon accurate and timely information.
- Being elected to the board of directors of the National Workforce Association, a Washington, D.C. based workforce policy making entity.
- Being nominated for and receiving the 2005 “National Workforce Director of the Year” award for staff development by the National Association of Workforce Development Professionals.
- Establishing the reputation of the Region 1 Workforce Investment Board as being the “honest broker” in regional and local issues and the “convener of choice” for decision making groups.

1981–2000

Stateside Imports, Incorporated

Founder and CEO

As the entrepreneur responsible for the establishment of Stateside Imports, Inc., I created an international trading company that consisted of seven retail outlets located in regional malls that offered a wide assortment of casual furniture and medium to high-end decorating accessories. In addition to the retail outlets, Stateside Imports became an exporter of high voltage transformers, photo-control electrical devices and specialty foods. The company has generated over \$35 million in domestic sales and exported American manufactured products valued at over \$16 million to several European and Asian countries.

I have participated in U.S. Department of Commerce trade missions to three Asian countries and two European countries. My company won “Best of Show” in the 1997 World Food Show in Moscow, Russia. Stateside Imports, including the export operations, employed forty-five staff members including management and support personnel.

During my work with the U.S. Department of Commerce, U.S. Department of Agriculture and United States Small Business Administration, I was involved in the development and training of several business leaders from the former Soviet Union.

1968–1981

The Kroger Company

Zone Manager

As zone manager, I was responsible for the successful operation of twelve Kroger supermarkets in the Charleston, West Virginia marketing area. These twelve stores employed over eleven-hundred staff members ranging from store managers to part-time sales associates.

The zone manager responsibilities included but were not limited to:

- Planning and supervising the construction of new facilities
- Remodeling and expanding existing facilities
- Merchandising and marketing
- Administering advertising programs
- Training and supervising all levels of personnel
- Applying hardware and technology
- Adhering to state and federal laws and regulations
- Financial budgeting and execution
- Organizing the workforce in accordance with business demand and union contracts
- Selecting, orienting, training, mentoring, and developing leadership personnel
- Implementing promotional campaigns including layout and placement for multi-media productions

1965–1968 U.S. Army Security Agency – Asmara, Eritrea

Security Officer

I served as the non-commissioned officer in charge of the table of organization for personnel for the U.S. Army Security Agency Field Post in East Africa. This installation was responsible for certain covert intelligence gathering activities for the Middle-East theatre of operation.

Education

Mountain State University
Master of Science in Strategic Leadership

Bluefield State College
Regents Bachelor of Arts

Maynard Research Institute
Graduate, Executive Studies

Memphis State University
Graduate, Food Executive School of Management Development

Cornell University
Graduate, Food Distribution Management Studies

University of Arizona
Graduate, Basic Economic Development Program

**Associations/
Memberships**

Deacon, First United Presbyterian Church
Member, Board of Directors, Junior Achievement of West Virginia
Member, Entrepreneurship Alliance Incorporated
Member, Board of Directors, Greater Greenbrier Community Foundation
Member, Board of Directors, Mission West Virginia
Member, New Innovation Professional Learning Association
Former Member, Board of Directors, National Workforce Association
Member, Beckley Chapter of Toastmasters International
Member, WV Technology Based Economic Development Board
Certified Workforce Development Professional

References

Dr. Samuel Muscari, Sr., D.O.
205 Howard Avenue
Mullens, WV 25882
(304) 732-6735

Mr. Bill Baker, Executive Director
West Virginia Jobs Foundation
Attar Building
Beckley, WV 25801
(304) 929-2010

Loetta C. Morgan
626 Montrose Drive
Charleston, WV 25303
(304) 682-5535

Attachment # 3

CCR Search Results

Not to be used as certifications and representations. See [ORCA](#) for official certification.

Registration Status: Active in CCR; Registration valid until 10/30/2010.

DUNS: 960914604

DUNS PLUS4:

CAGE/NCAGE: 50E35

Legal Business Name: NEW RIVER COMMUNITY AND TECHNICAL COLLEGE

Doing Business As (DBA):

Division Name:

Division Number:

Company URL:

Physical Street Address 1: 221 GEORGE ST STE 2

Physical Street Address 2:

Physical City: BECKLEY

Physical State: WV

Physical Foreign Province:

Physical Zip/Postal Code: 25801-2609

Physical Country: USA

Mailing Name: NEW RIVER COMMUNITY AND TECHNICAL COLLEGE

Mailing Street Address 1: 221 GEORGE STREET

Mailing Street Address 2: SUITE 2

Mailing City: BECKLEY

Mailing State: WV

Mailing Foreign Province:

Mailing Zip/Postal Code: 25801-2609

Mailing Country: USA

Business Start Date: 07/01/2003

Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

U.S. Government Entity

Business Types/Grants

2F - U.S. State Government

M8 - Educational Institution

OH - State Controlled Institution of Higher Learning

VW - Contracts and Grants

DISASTER RESPONSE INFORMATION

Bonding Levels

**Construction Bonding Level,
Per Contract (dollars):**

**Construction Bonding Level,
Aggregate (dollars):**

**Service Bonding Level, Per
Contract (dollars):**

**Service Bonding Level,
Aggregate (dollars):**

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

611210 - Junior Colleges

Standard Industrial Classification (SIC)

8222 - JUNIOR COLLEGES

Product Service Codes (PSC)

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business
611210	Junior Colleges	No	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: RENAE MCGINNIS

Address Line 1: 221 GEORGE STREET

Address Line 2: SUITE 2

Government Business Alternate POC

Name: CAROLYN SIZEMORE

Address Line 1: 221 GEORGE STREET

Address Line 2: SUITE 2

City: BECKLEY
State: WV
Foreign Province:
Zip/Postal Code: 25801-2609
Country: USA
U.S. Phone: 304-929-5473
Non-U.S. Phone:
Fax: 304-929-5484

Past Performance Primary POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Electronic Business Primary POC

Name: LARRY BARNHILL
Address Line 1: NEW RIVER COMMUNITY AND
TECHNICAL COLLEGE
Address Line 2: 221 GEORGE STREET SUITE 2
City: BECKLEY
State: WV
Foreign Province:
Zip/Postal Code: 25801-2609
Country: USA
U.S. Phone: 304-929-5486
Non-U.S. Phone:
Fax: 304-929-5478

City: BECKLEY
State: WV
Foreign Province:
Zip/Postal Code: 25801-2609
Country: USA
U.S. Phone: 304-256-0262
Non-U.S. Phone:
Fax: 304-256-0265

Past Performance Alternate POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Electronic Business Alternate POC

Name: HARRY FAULK
Address Line 1: 221 GEORGE STREET
Address Line 2: SUITE 2
City: BECKLEY
State: WV
Foreign Province:
Zip/Postal Code: 25801-2609
Country: USA
U.S. Phone: 304-929-5493
Non-U.S. Phone:
Fax: 304-929-5478

This certifies I have received and reviewed these Special Provisions relating to the American Recovery and Reinvestment Act of 2009 for the Energy Efficiency and Conservation Block Grant.

Scott B. Spring
Signature

May 27, 2010
Date

New River Community and Technical College
(Agency)

1. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or

any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the

competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

2. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

3. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

4. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties,

breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

5. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

Designated country — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

- (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
 - (iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.
- (d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

6. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

7. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

8. DAVIS-BACON ACT REQUIREMENTS

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor

may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities

If the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

RFQ No. DEV 1060

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 owed 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: New River Community and Technical College

Authorized Signature: Jedd Spring Date: 5/24/2010

State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 24 day of May, 2010.

My Commission expires Sept. 4, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

Christy L. Benson

