



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

Solicitation

NUMBER

6614C033

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

CRYSTAL RINK
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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DATE PRINTED

04/17/2014

BID OPENING DATE: 05/07/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN		990-67		
OPERATION OF STATEWIDE COURTESY PATROL PROGRAM						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR THE OPERATION OF THE STATEWIDE COURTESY PATROL PROGRAM PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C033 ***** TOTAL:						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☒ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: April 29 at 5:00 PM EST

Submit Questions to:

Crystal Rink

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: crystal.g.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

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

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

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: May 7, 2014 at 1:30 PM EST

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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



Term Contract

Initial Contract Term: This Contract becomes effective on award

and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☒ Professional Liability Insurance and/or fidelity bonding of \$1,000,000.00
- ☐ or more.
- ☐
- ☐
- ☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
n/a for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C033

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (DOH) for the operation of a statewide Courtesy Patrol Program. The Courtesy Patrol Program operates 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). Refer to Attachment A for a listing of the designated interstate and APD corridor routes which shall be patrolled. 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 corridor routes. It is the intent that separate patrol units (26 total) will patrol the routes in 25 to 35 mile length (one-way) patrols (see Attachment A) to insure motorist response time of less than one (1) hour. There are numerous secondary missions fulfilled by the Courtesy Patrol Program, (see mandatory program provisions).

The Courtesy Patrol is operated 16 hours per day, 7 days per week and will be a 12 month contract with options to renew for two (2) additional periods. The State reserves the right to specify the shifts. All designated routes (see Attachment A) are required to be patrolled the full shift 7 days per week; any route segment not receiving the full shift coverage patrol, must be reported to the DOH during the invoice period. The specific route segment, date, and hours of non-coverage patrol must be identified to the agency.

The Courtesy Patrol Program shall use West Virginia resident Temporary Assistance for Needy Families (TANF) recipients www.wvdhhr.org/bcf/family_assistance/wvworks.asp and/or individuals receiving public aid or assistance as the *patrollers*, program-wide. The successful vendor will provide transitional employment for these individuals, and offer educational and professional development opportunities. Federal grant funding, through the State Department of Health and Human Resources (DHHR) may be made available to assist the contractor with these educational and development opportunity expenses. A copy of the grant that the current vendor receives to perform this services is attached as Attachment D. These development opportunities involve working individually with the participants providing: assistance such as resume preparations; job interview training; interview scheduling; organization and time management skills; proper work ethics; financial management skills, etc. The principle target is successful transitioning of the participants from public aid or assistance to sustainable employment.

The successful vendor shall provide the following types of assistance/service:

- 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(s) of the exact location and description of the situation.
- Remove animal carcasses, tire 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.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

- Act as a "First Responder" at a variety of highway-related emergency situations performing the following: securing the area; administering CPR or first aid if required; assisting emergency and law enforcement personnel by positioning the patrol truck in such a manner to provide a safe zone for the emergency personnel.
- Minor vehicle repairs including tire and wheel changes.
- Fuel – minimal amount (2 gallons maximum) of gasoline allowing stranded motorists to travel to the nearest fueling facility.
- Towing service calls: The patroller must provide the motorist the approved tow service provider list (provided annually by the DOH) and allow the motorist the option of selecting the towing service. If the motorist requests the patroller select the tow service provider, the patroller must make the selection on a rotating basis. Call local tow service when required or requested by the motorist; may stay with the disabled motorist awaiting tow service, if required.
- Jump starts, air for vehicle tires, and extinguishment of minor fires.
- Telephone assistance allowing stranded motorists to notify a family member.
- Provide highway maps (supplied by the WVDOT/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 promote tourism.
- Monitor the designated patrol routes, bridges and surrounding areas for all suspicious activities as defined by Homeland Security. See <http://www.iteris.com/itsarch/html/mp/mpindex.htm> (see Service Packages-Emergency Management Item EM04-Roadway Service Patrols). Report* all such suspicious activities to the appropriate law enforcement agency and/or 911 Center.
- Monitor the assigned patrol areas during Amber Alert situations and relay* pertinent observations to the appropriate law enforcement agency(s) 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 individuals.
- Offer Segal AmeriCorps Education Awards (www.nationalservice.gov/programs/ameri-corps/segal-ameri-corps-education-award) to the TANF recipient and/or individuals receiving public aid or assistance to further educational opportunities and goals of these recipients.

*NOTE: All references to notify, report, and relay information to the DOH, 911 Centers and law enforcement agencies will be handled via the vendor's central dispatch center, see Item 3.1

2. DEFINITIONS: The following terms listed shall have the meanings assigned to them below.

- **"Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 through Subsection 3.
- **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as 6614C033.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

- **TANF** - Temporary Assistance for Needy Families – see http://www.wvdhhr.org/bcf/family_assistance/wvworks.asp
- **CPR** - Cardiopulmonary Resuscitation – the procedure employed after cardiac arrest, in which cardiac massage, drugs, and mouth-to-mouth resuscitation are used to restore breathing.
- **GPS** - Global Positioning Satellite – refers to the space-based satellite navigation system that provides location and time information anywhere on or near earth where there is an unobstructed line of sight to four or more GPS satellites.
- **ACA** - Affordable Care Act – refers to the health care act, signed into law on March 23, 2010. This law put into place comprehensive reforms that improved access to affordable health coverage for everyone and it provided consumer protection from abusive insurance company practices.
- **ITS** - Intelligent Transportation System – relates to advanced applications which provide innovative services relating to different modes of transport and traffic management and enable various users to be better informed, making safer, more coordinated and ‘smarter’ use of transport networks. Motorist Assistance Patrols Programs (MAP) are an integral part of ITS application. Refer to: www.ops.fhwa.dot.gov/its_arch_imp/its-integration-ohio/section443_4.htm

3. GENERAL REQUIREMENTS:

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

3.1 ESTABLISH, MANAGE AND STAFF DISPATCH CENTER

- 3.1.1** A dispatch center(s) shall be established, managed, and staffed to allow statewide communications 16/7, 365 days per year. The successful vendor must provide documented experience of managing a communications center responsible for emergency response dispatch.
- 3.1.2** Dispatch center shall have dedicated, experienced staffing and telecommunications and global positioning system infrastructure to communicate, monitor, and dispatch all patrol units statewide. Additionally, the dispatch center must be able to communicate with vendor’ supervisory staff, the DOH Traffic Management Center, and statewide law enforcement agencies and 911 Emergency Centers.
- 3.1.3** Vendor shall establish, publish and maintain a statewide toll-free telephone number which shall be staffed during all operating shifts. The Program toll-free number shall be prominently displayed on each patrol truck (see Item 3.4.2 patrol truck decals and logos) and shall be printed on all materials featuring the Program.
- 3.1.4** The dispatch center staff and all patrollers shall receive training and orientation in each category listed below, prior to being placed on active duty under this contract. All training shall be provided at no cost to the agency or the employee

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

receiving the training. The successful vendor must develop, and deliver or coordinate a program which allows continuing education (annually as a minimum) for all patrollers and dispatchers in all of the following skill areas:

- ✓ American Red Cross and/or American Heart Association certification – CPR and first aid - 5.0 hours total
- ✓ Hospitality and customer service – approximately 0.5 hour
- ✓ West Virginia Tourism Training – approximately 0.5 hour
- ✓ Minor auto mechanics and repair – approximately 1 hour
- ✓ Defensive driving techniques – approximately 2.25 hours
- ✓ Freeway incident management training – approximately 1 hour
- ✓ Identification/reporting requirements – chemical spills- app. 0.5 hr.
- ✓ Proper two-way radio, cellular device communications, and Global Positioning Satellite (GPS) tracking – approximately 0.5 hr.
- ✓ Homeland Security training – approximately 0.5 hr.
- ✓ Amber Alert Program training – approximately 0.5 hr.

- 3.1.5** The successful vendor shall prepare and submit (prior to award of the contract) the vendor's proposed training plan which will summarize the content and provide names of the instructors for each of the aforementioned training subjects/skills. The expenses associated with this training/orientation are not reimbursable under this agreement.

3.2 PATROL AND SUPPORT VEHICLE FLEET

- 3.2.1** The state DOH shall be responsible for the purchase of the fleet of trucks required in the performance of the Courtesy Patrol Program. The required vehicle fleet shall be a total of thirty-six (36) full sized, half-ton, pickup trucks. Three (3) of the thirty-six (36) pickup trucks will be 4WD; all others will be 2WD. This quantity of trucks will be sufficient to perform the required patrols, have back-up service units and supervisory personnel support. The DOH will lease the vehicle fleet to the successful vendor for a lease amount of two hundred eleven dollars and twenty cents (\$211.20) per vehicle, per year assigned to the vendor/program. Each year of program operation, the total vehicle lease amount will be seven thousand six hundred three dollars and twenty cents (\$7,603.20) for the fleet of thirty (36) trucks. See Attachment C, Vehicle Lease Terms.
- 3.2.2** All patrol vehicles shall be considered the vendor's leased property for the term of this contract. All patrol vehicles 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. The State will be responsible for providing the motor vehicle insurance for the fleet vehicles purchased and used for this contract.
- 3.2.3** At the end of the contract period, the fleet vehicles may be retained by the vendor *provided* a contract renewal period is acceptable and approved by all parties. Fleet vehicles which are no longer acceptable (due to mileage/condition/repair history) for an approved contract renewal period or at the end of a contract cycle, will be turned back to the DOH and that agency will dispose of the fleet units as deemed appropriate by agency management.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

- 3.2.4** Vehicle retirements/replacements due to vehicle mileage, age, and repair history will be considered and shall be authorized by the DOH *at the time of contract renewal* periods. Replacing vendor-leased fleet vehicles for a contract renewal period will be the responsibility of the DOH.
- 3.2.5** The fleet of patrol trucks shall be 2014 model year or newer, and all white in color. The patrol trucks shall 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. All logos and decals will be provided by the State and installed by the successful vendor.
- 3.2.6** The fleet of patrol trucks must each be outfitted and the supply maintained with each patrol vehicle, the following standard equipment and supplies, provided at the expense of the successful vendor:
- Cellular telephones – 1 per truck
 - Global Positioning Satellite (GPS) units – 1 per patrol truck
 - Tool boxes – truck- bed mounted, metal type – 1 per truck
 - Fire extinguishers – 5 lb. - 2 per truck
 - Safety cones (10 per truck) – 22 inch w/reflective stripes and safety (spikeless) flares - 12 per truck
 - First aid kits (1 standard 10-person) and blankets - 2 per truck
 - 2.5 gallon container of water and 2.5 safety type gasoline container - 1 ea. per truck
 - Tool kits for minor auto repairs – 12 pc. Standard and 12 pc. Metric mechanic tools per truck
 - Portable air tank, vehicle jack and 4-way lug wrench –1 ea. per truck
 - Flashlight (3 D cell, mag. light) and shovel - 1 ea. per truck
 - Jump-start cables – 20 ft., 8 gauge –1 per truck
- 3.2.7** Fuel for the vehicle fleet will be provided by the DOH through the issuance of commercial fuel cards. These commercial fuel cards will be issued to the Courtesy Patrol Program through the DOH agency.
- 3.2.8** The successful vendor shall have 100% of the patrol fleet (26 patrol trucks and two {2-8 hour – 7 days/week} shifts of patrollers) patrolling the daily shift on the designated routes (Attachment A) within ten (10) weeks of the award date of this contract. In addition to the approximately 75 patrollers, the successful vendor must have 7 to 14 staff to cover the dispatch and supervisor duties.
- 3.3 PATROL AND DISPATCH CENTER STAFFING**
- 3.3.1** Staffing of the vendor's patrol staff shall be pre-selected, recruited and screened by the West Virginia Department of Health and Human Resources (DHHR). The successful vendor shall coordinate with the WV WORKS Program Coordinator in the applicable county DHHR Office to obtain eligible participants/referrals. The patrol staff must be West Virginia Resident Temporary Assistance for Needy Families, TANF recipients and/or individuals receiving public aid or assistance.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

3.3.2 Each TANF/public aid or assistance recipient hired as staff by the successful vendor shall be compensated (at a minimum) the Federal Minimum Wage Rate for a minimum of 32 hours work per week. An additional 8 hours per month may be scheduled by the successful vendor for individual job skills and job retention training. These training expenses are not reimbursable under this contract; however, grant funds may be made available through the DHHR to assist with these educational and development opportunities. The successful vendor must be fully aware of and able to implement the Affordable Care Act (ACA) (www.healthcare.gov) for all patroller and dispatcher staff as required by statute.

3.4 ADDITIONAL VENDOR REQUIREMENTS

3.4.1 The successful vendor shall also be responsible for the additional listed requirements as follows:

- Uniforms – standardized colors and styles, which clearly identify the program with shoulder mounted program logos. Photo identification badges for all patrollers obtained through the State, Division of Motor Vehicles.
- Verification, through the West Virginia Division of Motor Vehicles (pre-employment and periodically, no less than every 90 days) that each patroller has valid vehicle operator's license.
- Secure, through the West Virginia Department of Public Safety, (pre-employment) a complete, accurate and current background investigation for all patrollers.
- 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 logos and decals in a standardized format. Installation specifications will be made available to the successful vendor, after program award and purchase of patrol trucks.
- Deliver and stocking/re-stocking of Division of Tourism brochures and literature at the State's interstate rest area locations. The Tourism brochures are stored in a state warehouse (Kanawha County), and must be picked up by the successful vendor for distribution to the interstate rest area locations. A listing of the state's interstate rest area locations will be provided to the successful vendor upon award of the contract.
- Establish and maintain a records retention system and extensive database system capable of collecting and archiving detail data associated with the operation, responsibilities, and accomplishments of the Program. See Attachment B, Guideline for Courtesy Patrol Statistics.
- The contractor shall provide the Division of Highways and Tourism all audits and reviews, financial and otherwise which relate to the Program during the period of this contract and any subsequent renewals.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

3.4.2 State Agency Responsibilities: The State provides support to the Courtesy Patrol Program. The following is a listing of agency support, provided to the Program:

- Courtesy Patrol Program motor vehicle *fuel* for the actual patrol trucks, for the small fuel containers required on board each patrol truck, and for a maximum of six (6) vehicles used in the direct supervision and management of the Program will be supplied by the DOH. Commercial fuel cards are issued through the DOH to the successful vendor. The DOH monitors and reviews fuel consumption, selection and pricing and provides feedback/direction to the vendor regarding fuel. Questionable, unacceptable or unsupported fuel purchases and consumption shall be reason to reduce vendor's monthly invoice amount.
- The DOH will install Division of Highways two-way mobile radios and antenna on each patrol truck to allow patrollers communication abilities with the DOH installations.
- The DOH will provide and install standard cab-mounted emergency bar light and the required hardware for each patrol truck. Type of bar light selected shall be at the discretion of the DOH.
- The DOH will provide all Program truck logos and decals which identify, promote and advertise the program via all patrol trucks. This includes the vendor's statewide toll free telephone number and the Division of Tourism web address. These decals and logos will be prepared in a standardized format, constructed on highly reflective materials.
- The DOH will provide safety vests for all patrollers in assorted sizes and quantity sufficient to provide each patroller a new vest 2 times during the calendar year.
- Sand and similar abrasive material for patroller's use as a traction material during winter storm conditions. The available quantity, types and pick-up sites for traction material is at the sole discretion of the DOH.
- Highway maps to be given to motorists will be supplied by the DOH.
- Printed "business cards" which are distributed by all patrollers to each motorist that is assisted, will be provided by the DOH. In addition to providing brief details of the Program, and soliciting feedback from assisted motorists, these cards explain the program is funded by the Division of Tourism and **gratuities cannot be accepted**.
- The Department of Health and Human Resources (DHHR) identifies, screens, and recruits qualified applicants available for assignment as

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Courtesy Patrol Patrollers See Item 3.3.1. Final selection of patrollers will be the vendor's responsibility.

- 3.5 Vendor Eligibility:** The successful vendor shall meet the following requirements:
- Verification of experience successfully managing a program (statewide preferred) which utilized TANF recipients and/or individuals receiving public aid or assistance for more than 50% of the program's prime workforce. A concise summary detailing the 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 which certifies both Homeland Security and Amber Alert Program training has been provided to the prospective vendor or vendor's designee.
 - Verification of current membership in an Intelligent Transportation System (ITS) organization. Refer to Definitions Item 2.
 - Verification of experience (documented) managing a communications center responsible for emergency response dispatch.

It is preferred the information listed in 3.5 be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

4. CONTRACT AWARD:

- **Contract Award:** The Contract is intended to provide the State with a statewide Courtesy Patrol Program as defined in this document. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total (12 month) cost as shown on the Pricing Page.
- **Pricing Page:** Vendor should complete the Pricing Page by completing the following items. Bidders are reminded of the many expense components required to manage and operate the Statewide Courtesy Patrol Program. These program expense components are described in Item Numbers 3.1, 3.2, 3.3, and 3.4 of these specifications. All of those expense components, and any others contained herein that are the responsibility of the vendor must be incorporated into the monthly quote. The Pricing Page contains the following components:
 - The vendor's monthly quote to operate the statewide Courtesy Patrol Program as described in these specifications;
 - The vendor's Annual quote (Monthly Quote multiplied by 12) to operate the statewide Courtesy Patrol Program as described in these specifications;
 - The vendor's statewide hourly rate quote to operate the statewide Courtesy Patrol Program as defined in these specifications. The quoted statewide hourly rate is calculated by dividing the vendor's Annual Cost by 5,840 hours. The 5,840 total annual hours is calculated by multiplying the daily 16 hour patrol shift by 365 days per year. This statewide hourly rate will be used for calculation of reductions as described under the Reimbursement Section.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Vendors should complete the Pricing Page in its entirety as failure to do so, may result in Vendor's bids being disqualified. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Crystal.G.Rink@wv.gov

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

- Vendor's Training Plan/Program summarizing the content and instructors names for each 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.

5. ORDERING AND PAYMENT:

- **Ordering:** The successful vendor shall have all the specified requirements in place and ready to operate the statewide Courtesy Patrol Program (100%) on all the designated routes (Attachment A) within ten (10) weeks of the award date of this contract.
- **Vendor Acknowledgement:** The successful vendor must communicate to the State, vendor's patrol-readiness status after the contract award, and prior to the commencement of the statewide patrol.
- **Reimbursement:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payments will be made in arrears; payment in advance of services is not permitted. Monthly payment shall be made based on the successful vendor's quoted monthly operating expense to operate the statewide Program. Failure to provide daily patrols for any of the designated routes (Attachment A) shall be justification for the vendor's monthly invoice to be adjusted. The vendor must notify the DOH of any/all route segments not receiving the full shift patrol coverage during the invoice period. This vendor notification may accompany the vendor's invoice and must identify the non-patrolled routed segments, dates and hours on non-patrol. The vendor's quoted statewide hourly rate shall be the basis of calculating an adjustment to the vendor's monthly invoice amount. Additionally, questionable, unacceptable or unsupported fuel purchases/consumption shall be a valid reason to reduce the vendor's monthly invoice amount.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Exhibit A

PRICING PAGE

West Virginia Division of Highways Request For Quotation RFQ Number: 6614C033
 Statewide Courtesy Patrol Program

	<u>Monthly Cost</u>	<u>Number of Months</u>	<u>Annual Cost</u>
Program Operation:		12	\$ -

Vendor's Statewide
Hourly Rate:

\$ -

NOTE: Vendor's Monthly Cost multiplied by 12 equals Annual Cost.

NOTE: Vendor's Hourly Cost is Annual Cost divided by 5,840 hours (16 hrs. per day x's 365).

NOTE: Vendor's quote must include vehicle fleet lease payment of \$7,603.20 per year of operation.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Attachment A
Page 1 of 2

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
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.)	0.5
Interstate 470:	From Ohio State Line (Ohio Co.) to junction of I-70 (Ohio Co.)	0.5
Interstate 77:	From Ohio State Line (Wood Co.) to Charleston (Kanawha Co.) at WV Parkways Entrance	3
	again at Princeton (Mercer Co.) to Virginia State Line (Mercer Co.)	1
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

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Attachment A
Page 2 of 2

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 Petersburg	2
Corridor L (US 19)	From Jct. I-77/US 19 (Raleigh Co.) to Jct. I-79/US19 (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		12

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

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 WVDOT/DOT
 - _____ 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.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Attachment C
Page 1 of 5

WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
COURTESY PATROL VEHICLES
LEASE AGREEMENT

THIS AGREEMENT, executed in duplicate, made and entered into this _____ day of _____, 20____, by and between the West Virginia Department of Transportation, Division of Highways, herein referred to as "LESSOR," and

 Address:

 hereinafter referred to as "LESSEE,"

WITNESSETH that,

WHEREAS, the primary purpose of the Courtesy Patrol Program, hereinafter referred to as "Program," is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's routes; and

WHEREAS, the Program operates on all West Virginia Interstate and Appalachian Corridor routes, with the exception of that portion of Interstate 77 managed and maintained by the West Virginia Parkways Authority; and

WHEREAS, the West Virginia Purchasing Division has solicited bids on behalf of LESSOR for the operation of the statewide Program; and

WHEREAS, the above-mentioned LESSEE is the successful bidder to provide all applicable services under the Program; and

WHEREAS, the LESSOR, Division of Highways, believes that the continued operation of the Program is in the public interest;

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Attachment C

Page 2 of 5

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

1. **PROGRAM VEHICLES:** LESSOR shall be responsible for the purchase of the fleet of vehicles required in the performance of the Program, hereinafter called "Program Fleet." The required vehicle fleet shall be thirty-six (36) full sized, half-ton, pickup trucks. Three (3) of the pickup trucks will be four-wheel drive; all other vehicles will be two-wheel drive. The vehicle identification number, hereinafter referred to as "VIN," for each vehicle subject to this Lease Agreement shall be indicated below.

1)	19)
2)	20)
3)	21)
4)	22)
5)	23)
6)	24)
7)	25)
8)	26)
9)	27)
10)	28)
11)	29)
12)	30)
13)	31)
14)	32)
15)	33)
16)	34)
17)	35)
18)	36)

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Attachment C

Page 3 of 5

2. LEASE OF VEHICLES: LESSOR shall lease the entire Program Fleet to LESSEE for the amount of seven thousand six hundred three dollars and twenty cents (\$7,603.20) U.S. dollars per year. Each year of program operation, the total vehicle lease amount will be seven thousand six hundred three dollars and twenty cents (\$7,603.20) for the fleet of thirty (36) trucks.
3. VEHICLE OWNERSHIP: This Lease Agreement is a *lease* only, and LESSEE shall have no right, title, or interest in or to the vehicles provided to it by LESSOR except for the use of the vehicles as described in this Lease Agreement or by the incorporated documents referenced herein. LESSOR shall at all times maintain full title and ownership of all vehicles considered under this Lease Agreement. LESSEE agrees to keep all vehicles in the Program Fleet free from any liens, charges, or encumbrances.
4. REGISTRATION, PLATES, ET CETERA: Each vehicle in the Program Fleet shall be titled, registered, and licensed in the name of the LESSOR. LESSOR shall acquire and install all necessary license plates.
5. VEHICLE USE: LESSEE agrees to allow only duly authorized, licensed, and insured drivers to use and operate Program Fleet vehicles. LESSEE agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, and regulations, affecting or covering the Program Fleet vehicles or their use or operation. LESSEE further agrees to operate vehicles in the Program Fleet in accordance with the Program's Contract Specifications and related documents specifically incorporated into this Lease Agreement below. Program Fleet vehicles provided to LESSEE in accordance with this Lease Agreement shall be under the exclusive possession, control, and use of LESSEE.
6. MAINTENANCE: All Program Fleet vehicles shall at all times be maintained by LESSEE in a safe operating condition and in compliance with applicable West Virginia motor vehicle laws and regulations. LESSOR shall provide LESSEE with fuel and standardized Program reflective logos and decals. All logos and decals shall remain on all Program Fleet vehicles and shall be installed by the LESSEE.
7. INSURANCE: LESSOR shall maintain the automobile insurance policy coverage required for the thirty six (36) Program Fleet vehicles supplied by the State.
8. RISK OF LOSS: LESSOR assumes and agrees to bear the entire risk of loss of, theft of, or damage or destruction to any vehicle in the Program Fleet. Reasonable wear and tear is expected and shall not constitute damage or destruction under this section.
9. INDEMNITY: LESSEE shall indemnify and hold LESSOR harmless from and against any and all loss, damage, and liability, and from all claims for damages on account of or by reason of bodily injury, including death, which may be sustained, or claimed to be sustained, by any person or persons including employees of LESSOR, and from and against any and all damages to property arising out of the Program, except for any liability covered by an automobile insurance policy maintained by LESSOR or except if any such claim or liability results from
 - A. the sole negligence of LESSOR; or
 - B. the willful or intentional unlawful acts of LESSOR

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Attachment C

Page 4 of 5

10. CHOICE OF LAW: This Lease Agreement is entered under and shall be construed in accordance with the laws of the State of West Virginia.
11. FORUM SELECTION: Any dispute arising under or in connection with this Lease Agreement or related to any matter which is the subject of this Lease Agreement shall be subject to the exclusive jurisdiction of the Circuit Court of Kanawha County, West Virginia.
12. DISCLAIMER OF WARRANTIES:
 - A. LESSEE'S ACCEPTANCE OF DELIVERY OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
 - B. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. ALL VEHICLES ARE LEASED "AS IS," AND "WITH ALL FAULTS."
 - C. LESSOR shall not be liable to LESSEE for any liability, claim, loss, damage (direct, incidental, or consequential) or expense of any kind or nature, caused directly or indirectly, by any Program Fleet vehicle or any inadequacy of any such vehicle for any purpose or any defect (latent or patent).
13. INCORPORATION OF CONTRACT DOCUMENTS: All bid documents, including but not limited to the Request for Quotation ("RFQ") and the written Contract, applicable to the Courtesy Patrol Program are incorporated by reference in this Lease Agreement. LESSEE agrees to abide by all Program terms and conditions outlined in the RFQ specifications and the written Contract, which include added requirements for the proper use and maintenance of the Program Fleet vehicles not specifically enumerated in this Lease Agreement.
14. TERM LIFE OF AGREEMENT: This Lease Agreement is effective upon full execution by both the LESSOR and LESSEE, and the lease term shall coincide and be governed by the Program's written Contract documents. This Agreement shall be binding upon the successors and assigns of each party hereto.
15. MERGER: This Lease Agreement, in addition to those documents specifically incorporated herein, constitutes the entire agreement between the parties regarding the lease of LESSOR's vehicles to LESSEE for the operation of the Courtesy Patrol Program.

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

Attachment C
Page 5 of 5

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

ATTEST:

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

(signature)

By: Chasity Craig

Executive Secretary

(signature)

By: Paul A. Mattox, Jr., P. E.

Secretary of Transportation/

Commissioner of Highways

ATTEST:

LESSEE

(signature)

By: _____

(printed name)

Title: _____

(signature)

By: _____

(printed name)

Its: _____

(To be executed in duplicate)

Distribution: Master File

Lessee

REQUEST FOR QUOTATION
6614C033 STATEWIDE COURTESY PATROL PROGRAM

ATTACHMENT D - Grant

**GRANT AGREEMENT
BETWEEN
THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Bureau for Children and Families**

**and
CITIZENS CONSERVATION CORPS OF WV**

This Grant Agreement is between the West Virginia Department of Health and Human Resources, Bureau for Children and Families hereafter "Department" and CITIZENS CONSERVATION CORPS OF WV, hereafter "Grantee." The Grant Agreement is for the provision of Operating the West Virginia Courtesy Patrol as further described in **Exhibit A**.

WHEREAS, the Department has identified a public need;

WHEREAS, the Department has selected the Grantee to implement activities and services as described herein to accomplish a public purpose of support or stimulation authorized by Federal/State statutes and regulations;

WHEREAS, the Department will provide funds as available for these activities and services;

NOW, THEREFORE the parties mutually agree as follows:

I. PROGRAM SERVICES TO BE PROVIDED

1.01 Scope:

The Grantee agrees to provide the services and activities under the terms and conditions in the approved Statement of Work attached as **Exhibit A**.

II. GRANT AGREEMENT TERM

2.01 Term:

This Grant Agreement shall be effective for the period commencing on 10/1/2013 and ending on 9/30/2014. The Department shall have no obligation for payment of services rendered by the Grantee which are not performed within this specified period.

III. FUNDING

3.01 Source of Funds:

3.01(a) The Source of Funds Schedule, attached as **Exhibit B**, identifies the source of funds to be used as payment for the term of this Grant Agreement.

3.01(b) Federal funds are identified by the applicable Catalog of Federal Domestic Assistance (CFDA) numbers and the appropriated federal revenue fund account number(s).

3.01(c) State funds are identified by the specific appropriated general revenue fund and/or

appropriated/non-appropriated special revenue fund account number(s).

3.02 Condition for Receipt of State Funds:

State funds provided by the Department to the Grantee under this Grant Agreement may not be used by the Grantee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Department.

3.03 Maximum Amount Available:

The Department agrees to pay the Grantee a sum not to exceed Three Hundred Fifty Thousand, \$350,000.00, dollars for the term of this Grant Agreement. The amount of this Grant Agreement can only change by written agreement which is signed by the parties.

3.04 Subject to Funds Availability:

3.04(a) This Grant Agreement is subject to the appropriation and availability of State and/or Federal funds. If the funds are not appropriated as anticipated, or they are otherwise unavailable, the Department reserves the right to reduce or terminate this Grant Agreement upon written notice to the Grantee.

3.04(b) Such reduction or termination shall not be deemed a breach of Grant Agreement by the Department.

3.04(c) Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement.

3.04(d) If termination occurs, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date, provided funds are available.

3.04(e) Upon such termination, the Grantee shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages of any description or amount.

3.05 Program Income:

3.05(a) OMB Circular A-102 and OMB Circular A-110 outline specific guidance for the tracking and disposition of any program income generated as a result of funds received under this Grant Agreement.

3.05(b) Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include interest on grant funds, nor does it include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Furthermore, program income does not include taxes, special assessments, levies, and fines raised by governmental recipients.

3.05(c) Grantee agrees to comply with all applicable regulations regarding program income.

IV. AUTHORIZING STATUTES AND REGULATIONS

4.01 Grantee Uniform Administrative Regulations:

For each kind of Grantee organization, there is a set of Federal uniform administrative requirements

related thereto and as codified by the Federal government. The administrative requirements applicable to a Grantee organization are determined in accordance with the type of Grantee organization, as delineated in the table below. The administrative requirements referenced below apply to all recipients of grant awards from the Department, regardless of whether the Department is funding the grant with Federal dollars, state-appropriated dollars or a combination of both.

Administrative requirements applicable to:	Are determined in accordance with:
State, local or federally-recognized Indian tribal governments	OMB Circular A-102 and the Grants Management Common Rule. The OMB maintains a chart that includes the locations of Federal agency codifications of the Grants Management Common Rule. It is important for a Grantee to review the Source of Funds schedule in Exhibit B of this grant agreement to determine the Federal awarding agency, if applicable, and then review the OMB chart maintained at http://www.whitehouse.gov/omb/grants_chart/ to determine the applicable codified administrative requirements.
Institutions of higher education, hospitals and other nonprofit organizations	OMB Circular A-110 (relocated to 2 CFR, Part 215). The OMB maintains a chart that includes the locations of Federal agency codifications of OMB Circular A-110. It is important for a Grantee to review the Source of Funds schedule in Exhibit B of this grant agreement to determine the Federal awarding agency, if applicable, and then review the OMB chart maintained at http://www.whitehouse.gov/omb/grants_chart/ to determine the applicable codified administrative requirements.
Commercial (for profit) organizations	OMB Circular A-110 (relocated to 2 CFR, Part 215).

4.02 Statutes and Program Regulations:

For each federal grant program there are applicable federal statutes and/or codified federal program regulations. Also included are any applicable West Virginia Code citations, administrative rules, and Department policies. A listing of the above information and possible sources for obtaining the information is attached as Exhibit C. This information is to be used by the Grantee to determine the manner in which the work is performed under this Grant Agreement.

4.03 Grantee Responsibility:

The Grantee is responsible for obtaining the above information. The listing is not to be deemed inclusive, but informative of relevant statutes and regulations.

V. PAYMENT TERMS AND CONDITIONS

5.01 Payment Methodology:

The payment methodology guidance and address for invoice submission, attached as Exhibit D, shall constitute the manner whereby payments are made by the Department to the Grantee.

5.02 Budget:

The Grant Agreement Budget, attached as Exhibit E, shall constitute the maximum amount available to the Grantee for work performed under this Grant Agreement.

5.03 Payment of an Invoice:

The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter relating to this Grant Agreement. Such payment by the Department shall not be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced.

5.04 Unallowable Costs:

The Grantee's invoice shall be subject to reduction for amounts included in any invoice or prior payment made which are determined by the Department not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Grant Agreement.

5.05 Deductions & Withholdings:

5.05(a) The Department may deduct amounts or withhold payments invoiced by the Grantee under this or any other Grant Agreement between the Grantee and the Department or its operating units if the Grantee fails to comply with any requirements of this Grant Agreement or any other Grant Agreements between the Grantee and the Department or its Bureaus, Offices, Divisions, or other operating units.

5.05(b) Funds withheld due to unsatisfactory program performance or failure to comply with the terms and conditions of this Grant Agreement or any other Grant Agreement between the Department or its other operating units may be restored upon satisfactory completion of the condition that caused the withholding.

VI. STANDARDS FOR FINANCIAL MANAGEMENT**6.01 Financial Management System:**

6.01(a) The Grantee will maintain an accounting system and a set of accounting records that, at a minimum, allows for the identification of the source of revenue and expenditures related to this Grant Agreement.

6.01(b) All records will be supported by source documentation.

6.01(c) The Grantee's financial and accounting records pertaining to this agreement must be closed out at the end of the Grant Agreement period and must identify any excess revenue over expenditures.

6.02 Cost Principles:

For each kind of Grantee organization, there is a set of Federal principles for determining allowable costs. Allowability of costs shall be determined in accordance with the cost principles applicable to the entity (Grantee) incurring the costs. The cost principles referenced in the table below apply to all recipients of grant awards from the Department, regardless of whether the Department is funding the grant with Federal dollars, state-appropriated dollars or a combination of both.

Allowability of costs incurred by:	Is determined in accordance with the provisions of:
---	--

State, local or federally-recognized Indian tribal governments	2 CFR part 225, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)"
Non-profit organizations	2 CFR part 230, "Cost Principles for Non-Profit Organizations (OMB Circular A-122)"
Institutions of higher education	2 CFR part 220, "Cost Principles for Educational Institutions (OMB Circular A-21)"
Hospitals	Appendix E of 45 CFR part 74, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals"
Commercial organizations and those non-profit organizations listed in Attachment C to Circular A-122	Federal Acquisition Regulation (FAR) at 48 CFR part 31

6.03 Indirect Costs and Allocation of Costs:

6.03(a) If the Grantee charges indirect (overhead) cost to this Grant Agreement, an "Indirect Cost Proposal" must be prepared in accordance with the applicable cost principles referenced in this Grant Agreement.

6.03(b) The Grantee must comply with one of the three following criteria for payment of indirect costs by the Department.

6.03(b)(1) "Indirect Cost Negotiation Agreement" from the cognizant federal agency if the Grantee is a direct recipient of Federal grants;

6.03(b)(2) An approved "Indirect Cost Negotiation Agreement" from another state or local government agency that has agreed to review and approve the Grantee's indirect cost proposal; or

6.03(b)(3) A written statement from an independent certified public accounting firm attesting that the proposal complies with the requirements of OMB Circular A-122, OMB Circular A-21 or OMB Circular A-87 and provides the basis of the calculated rate.

VII. AUDITS AND MONITORING

7.01 Audit Requirements:

The Grantee agrees that it has reviewed, understands and will comply with the Federal Audit (OMB Circular A-133) Requirements, State Accountability (WV Code §12-4-14) Requirements, and Grantee Audit Certification and Federal Expenditure Disclosure (GACFED) requirements referenced within Exhibit F of this grant agreement.

7.02 Monitoring:

7.02(a) The Department has a responsibility to monitor the activities of its grantees as necessary to provide reasonable assurance that the Grantee uses these grant funds for intended and authorized purposes; complies with laws, regulations and the provisions of contracts or grant agreements; and achieves performance goals.

7.02(b) Monitoring is the process by which the programmatic and administrative management performance of a grant is continuously reviewed by the awarding agency. Factors that may affect the nature, timing and extent of monitoring activities of the Department include, but are not limited to, the complexities of the program's compliance requirements, the amount (dollar value) of awards, and

the Grantee's overall level of risk. There are several types of monitoring activities that may be performed by the Department in relation to this grant including the review of audits, financial and performance reports; the performance of onsite monitoring visits; observing operations; reviewing financial and programmatic records; regular contact; other inquiries concerning program and financial activities; etc.

7.02(c) The Grantee shall fully cooperate and assist the Department or its authorized representative(s) with respect to the monitoring responsibilities and activities referenced herein, or with respect to any and all other monitoring activities deemed necessary and appropriate by the Department at its sole discretion. Notwithstanding the administrative and reporting requirements presently cited within this agreement, the Grantee shall allow for the performance of onsite monitoring reviews by the Department or its authorized representative(s), and agrees to provide any technical assistance, reports, records, documentation and to comply with all requests for information as deemed necessary and appropriate by the Department, at its sole discretion, to fulfill its monitoring responsibilities and objectives. The Department or its authorized representative(s) shall be given full and complete access to all information and personnel related to the performance of this grant agreement to ensure that program activities and costs are consistent with goals and objectives of the grant.

7.02(d) If as a result of its monitoring efforts the Department uncovers deficiencies in the Grantee's administration of this grant or related project/program, the Department shall notify the Grantee in writing of said deficiencies. The Grantee agrees to take immediate and timely corrective action as determined by the Department in an attempt to rectify any identified and reported deficiencies and to resolve the matter to the overall satisfaction and sole discretion of the Department.

7.03 Failure to Comply:

Failure to comply with any of the requirements within this [Audits and Monitoring] Section or failure to respond in a timely manner to the Department's request for reports, records, documentation or other information related to monitoring may result in disallowed costs, suspension or termination of funding for this and other grants and contracts with the Department.

VIII. REPORTS AND RECORDS

8.01 Required Reports:

The Grantee certifies that it will comply with all applicable reporting and record retention requirements the source of which may be Federal and State laws, programmatic regulations, public policy and/or administrative requirements. References to these requirements and further guidance may be found in the general terms and conditions of this grant agreement as well as the attached exhibits.

8.02 Record Retention:

8.02(a) Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Grant Agreement for a period of three years from the date of submission of the final expenditure report or payment of final invoice.

8.02(b) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

8.02(c) Records for equipment acquired with Federal funds shall be retained for three years after

final disposition.

8.03 Access to Records:

8.03(a) The Department and its Inspector General, Federal awarding agency and its Inspector General, Comptroller General of the United States, State Auditors, program monitors, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of the Grantee, in order to make audits, examinations, excerpts, transcripts and copies of such documents.

8.03(b) This right also includes timely and reasonable access to the Grantee's past and present personnel for the purpose of interviewing and discussing matters related to such documents.

8.03(c) The rights of access are not limited to the required retention period, but shall last as long as records are retained.

8.03(d) Grantee waives any confidentiality, privacy privilege, or proprietary defenses regarding audits or monitoring.

IX. STANDARD TERMS AND CONDITIONS

9.01 Required Approvals:

The Department is not bound by this Grant Agreement until it is approved and signed by the appropriate Department and/or State officials in accordance with applicable West Virginia State laws and regulations.

9.02 Modifications:

9.02(a) Formal Grant Agreement modifications and change orders will be negotiated by the Department and the Grantee to address changes including, but not limited to, the terms and conditions, costs, or scope of work included under this Grant Agreement.

9.02(b) As soon as possible after receipt of a written change request, but in no event more than thirty (30) days, the Grantee shall provide the Department a written statement verifying the change has no price impact on the Grant Agreement. If there is a price change, Grantee shall provide a description of the price increase or decrease involved in implementing the change.

9.02(c) The Department agrees to provide a modification, if approved, within thirty (30) days of receipt of Grantee's written statement.

9.02(d) No changes in scope to the project are authorized or are to be implemented by Grantee until a written change order is received and approved in writing by the Department and other applicable agencies.

9.03 Termination:

9.03(a) Any change in Federal and/or State law which significantly alters Grantee's required activity, or any change in the availability of funds shall be viewed as binding and shall warrant good faith renegotiation of the provisions of the Grant Agreement that are affected. This change in circumstance includes suspension, termination, or reduction by the federal grantor agency of the grant to the Department under which this Grant Agreement is made. If such renegotiation proves unsuccessful within ten (10) days, the Grant Agreement may be terminated upon written notice of

either party to the other party at least thirty (30) days before termination.

9.03(b) This Grant Agreement may be cancelled by either party at any time with or without cause, upon thirty (30) days notice in writing, and delivered by mail or in person.

9.03(c) Upon default, as defined below, the Department shall give Grantee twenty (20) days written Notice of Default and Right to Cure. If the default has not been cured within such twenty day period, then this Grant Agreement shall terminate automatically upon its own terms without further notice or demand. Default shall include Grantee's:

9.03(c)(1) Failure to fulfill for any reason in a timely and proper manner its obligations under this Grant Agreement in the Department's sole determination;

9.03(c)(2) Failure for any reason to comply with such additional conditions as may be lawfully applied by the federal grantor agency to the Grantee and Department;

9.03(c)(3) Failure to demonstrate compliance with any corrective action plans approved by the Department.

The Department expressly reserves all remedies at law and equity, including without limitation, the right to seek all appropriate relief upon the filing of a voluntary or involuntary petition for Grantee's reorganization or liquidation under any bankruptcy or insolvency laws providing for the relief for debtors.

9.03(d) In the event of any termination, all property and finished or unfinished documents, data, and studies prepared by Grantee under this Grant Agreement shall be disposed of according to directive of the federal awarding agency and the Department, and Grantee may be entitled to compensation for any nonreimbursed expenses reasonable and necessary incurred in satisfactory performance of the Grant Agreement.

9.03(e) Notwithstanding the above, Grantee shall not be relieved of the liability to the Department for any damages sustained by the Department by virtue of any breach of the Grant Agreement by Grantee. The Department within its sole discretion may withhold payments due the Grantee under this Grant Agreement, or withhold payments due under any other grant agreement between the Grantee and Department or its operating units as payment for damages. The Department within its sole discretion may use the withheld amounts as security to cover unliquidated damages sustained by the Department as reasonably estimated by the Department until such time as the exact amount of damages due the Department from the Grantee is agreed upon or otherwise determined.

9.03(f) The Department shall provide Grantee with notice, in writing, of conditions endangering performance. If after such notice Grantee fails to remedy the conditions contained in the notice within the time period contained in the notice, the Department shall issue an order to stop all work immediately. The Department shall be obligated only for services rendered and accepted before the date of the notice of termination.

9.04 **Assignment:**

Grantee shall not modify, convey, sell, transfer, assign, delegate, or otherwise dispose of the Grant Agreement or any portion thereof or of any right, title or interest therein without the prior written consent of the Department. This provision includes potential assignment of the Grant Agreement due to change in ownership of the firm.

9.05 **Subgranting:**

The Grantee shall not enter into a subgrant agreement for any of the work performed under this Grant Agreement without obtaining the prior written approval of the Department. If subgrant agreements are approved by the Department, they shall contain, at a minimum, sections of this Grant Agreement pertaining to Indemnity Conflicts of Interest, Lobbying, Nondiscrimination, Audit Requirements, Public Notice and any other State and/or Federal requirements.

9.06 Completeness:

9.06(a) This Grant Agreement is complete and contains the entire understanding between the parties relating to this Grant Agreement.

9.06(b) This Grant Agreement supersedes all prior understandings, representations, negotiations, and agreements between the parties written or oral.

9.06(c) If there is a conflict between any of the terms of this Grant Agreement as specified in Sections I through XVI and Exhibit A, the terms of Section I through XVI shall govern.

9.07 Severability:

If any terms and conditions of this Grant Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in effect. To this end, the terms and conditions of this Grant Agreement are declared severable.

9.08 Ownership of Information, Software and Data:

9.08(a) Within the scope of confidentiality provision in this Grant Agreement and governing laws, the Department and Grantee shall share joint ownership of all information and data developed, derived, documented or furnished by Grantee and/or the Department under this Grant Agreement.

9.08(b) Within the scope of confidentiality provision in this Grant Agreement and governing laws, the Department and Grantee shall both have unlimited, non-exclusive rights to use, disclose, duplicate or publish for any purpose whatsoever, the results of activities under this Grant Agreement.

9.08(c) All software must include application programs in the most current version, systems instructions, all data files in the current versions, user and operational manuals and other documentation, system and program documentation describing the most current version, network configuration and control documentation, training programs and material in the operational plans and products developed, and all specialized or specially modified operation system software and specially developed programs, including utilities, software and documentation which are required for or used in the operation of any software developed and/or purchased.

9.08(d) All computer equipment and software that interfaces with the Department's equipment and software shall meet or exceed Department standards.

9.09 Licensure and Registrations:

The Grantee certifies that it is registered and licensed to do business in the State of West Virginia. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

9.10 Department Right of Approval:

The Department shall have the right in its sole discretion to refuse to permit any employee of the

Grantee, or employee of an approved agent, assignee, or subcontractor of the Grantee, to be located at a Department work location, or to provide services to the Department or its clientele pursuant to this Grant Agreement.

X. COMMUNICATIONS AND CONTACTS:

10.01 Contacts:

A list identifying contact persons for each party is attached as **Exhibit H**.

10.02 Notices:

Any notice, request, demand, communication required under this Grant Agreement shall be in writing and shall be deemed sufficiently given upon delivery, if delivered by hand (signed receipt obtained), or three (3) days after posting if properly addressed and sent certified mail return receipt requested. These notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later.

10.03 Party Changes:

Each party shall provide a written notice of changes in contact persons, address, telephone, fax numbers, and email addresses.

XI. PROCUREMENT STANDARDS

11.01 Procurement Standards:

11.01(a) Standards for procurement are outlined in **OMB Circular A-102** and **OMB Circular A-110** as codified in the Grantee Uniform Administrative Regulations Section of this Grant Agreement.

11.01(b) These provisions define the standards for use in establishing procedures for procurement of supplies, equipment, and other services which cost is borne in whole or in part as a condition of this Grant Agreement.

11.01(c) These standards include but are not limited to the following:

11.01(c)(1) Grantee may use its own procurement policies provided that they adhere to the applicable standards;

11.01(c)(2) Grantee shall maintain a written code of conduct which shall govern the performance of its officers, employees, or agents in contracting with or expending grant funds; and

11.01(c)(3) All procurement transactions shall be conducted in a manner so as to provide for maximum open and free competition.

11.02 Title to Equipment and Supplies:

11.02(a) Grantee shall assume responsibility for the care and maintenance of all equipment pursuant to current Grantee policy and manufacturer's instruction.

11.02(b) The Department shall maintain a vested interest in all equipment and supplies purchased with grant funds.

11.02(c) Upon request by the Department, the Grantee shall account for and return in good condition, reasonable use and wear excepted, all such equipment and supplies purchased with funds received under this Grant Agreement.

11.03 Prior Approval for Equipment and Capital Expenditures:

All capital expenditures for property and equipment are unallowable except with the written prior approval of the Department and must be included as a separate budgetary line item in Exhibit E of this grant agreement. Further regulations regarding the acquisition, disposition and overall accounting for property and equipment are delineated in federal administrative requirements and cost principles, incorporated by reference in Sections 4.01 and 6.02 of this agreement. Additionally, the grantee shall be bound by any special terms, conditions or restrictions regarding capital expenditures for property and equipment as disclosed in Exhibit K of this grant agreement.

XII. INDEPENDENT GRANTEE:

12.01 Relationship:

12.01(a) The relationship of the Grantee to the Department will be that of an independent grantee and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Grant Agreement.

12.01(b) Grantee shall be responsible for selecting, supervising, and compensating individuals employed pursuant to the terms of this Grant Agreement.

12.01(c) Neither the Grantee nor any employees or contractors of the Grantee shall be deemed to be employees of the Department for any purposes whatsoever, and neither the Grantee nor any employees or contractors of the Grantee shall be eligible to participate in any benefit program unless such program is specifically available to the Grantee by the State of West Virginia as a separate, distinct and stand alone benefit not arising from the Department and this grant agreement.

12.01(d) Grantee shall be exclusively responsible for the payment to its employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, compliance with the wage and hour law and all other employment laws.

XIII. INDEMNIFICATION AND HOLD HARMLESS:

13.01 Indemnification and Hold Harmless:

Grantee shall indemnify and hold harmless the Department, its Bureaus, Offices, Commissions, State of West Virginia, its officers, agents, subcontractors and employees of each entity from and against any and all loss, damage, liability and from any claims for damages arising from bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of Grantee or its subcontractors or agents, and from any damages to property, including loss of use, and including property of the Department and State of West Virginia, caused by or arising out of or claimed to have been caused or to have arisen out of an act or omission of Grantee or its agents, employees or subcontractors in connection with the performance of this Grant Agreement, or caused by or arising out of or claimed to have been caused or to have arisen out of the concurrent negligence of Grantee, its agents and employees, in connection with the performance of this Grant Agreement, whether or not insured against; provided, however, that the

foregoing indemnification will not cover loss, damage or liability arising from the sole negligence of the Department, its agents and employees; and Grantee shall at its own cost and expense defend any claim, suit, action, or proceeding, whether groundless or not, which may be commenced against the Department or State of West Virginia, and Grantee shall pay all judgments which may be recovered in any such actions, claims, proceedings or suits and defray any and all expenses, including costs and attorneys fees, which may be incurred as a result of such actions, claims, proceedings or suits. Notwithstanding the foregoing, in the event of such actions, claims, proceedings or suits, the Department shall be entitled, if it so elects, to representation by attorneys of its own selection. The obtaining by the Grantee of a release or discharge of liability running to the Grantee shall not diminish nor affect in any way the rights of the Department and the obligation of the Grantee.

XIV. ASSURANCES & PUBLIC POLICY REQUIREMENTS

14.01 Assurances:

14.01(a) **Conflicts of Interest:** The Grantee attests that it, its officers or members, employees, or subgrantees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner the performance of services. The Grantee further attests that during the performance of the Grant Agreement, the Grantee shall periodically question its officers, members and employees concerning such interests. Any such interest discovered shall be promptly presented in detail to the Department. The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

14.01(b) **Transactions with Affiliated Business Entities or Relatives:** Grantee will make a full disclosure in writing to the Department any corporation, partnership, sole proprietorship, or other business entity of any kind which is a wholly or partially owned entity of the Grantee or whose relatives supply goods or services to Grantee or work for or provide services to Grantee.

14.01(c) **No Debt Requirement:** Grantee certifies it has thoroughly reviewed its business activities and accounts after reading Exhibit I (attached), and Grantee hereby assures the Department that Grantee and all its related parties do not owe any debt.

14.02 Public Policy Requirements:

14.02(a) **Certification Regarding Debarment & Suspension:** Grantee certifies that no entity, agency, or person associated with the Grantee is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14.02(b) **Certification of Compliance with Environmental Tobacco Smoke/Pro Children Act of 1994:** Grantee certifies compliance with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Grantee certifies that it will comply with the requirements

of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subgrants which contain provisions for the children's services and that all subgrantees shall certify accordingly.

The Public Health Service strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

14.02(c) Certification of a Drug Free Workplace: In accordance with Public Law 100-690 Drug-Free Workplace Act of 1988 the Grantee certifies the following requirements for a drug free workplace will be provided and/or maintained with a good faith effort including, at a minimum, having a policy statement and an ongoing drug awareness program. If such a policy and practice have not been established heretofore, Grantee agrees to do so within thirty (30) calendar days after the beginning of this Grant Agreement.

Grantee agrees to publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition. Grantee also agrees to make it a requirement that each employee who will be engaged in the provision of service under this Grant Agreement be given a copy of this statement and that each such employee understand that, as a condition of employment, the employee will abide by the terms of the statement.

Grantee also agrees to establish and/or maintain an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, any available drug counseling or rehabilitation, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

14.02(d) Certifications Related to Lobbying: Grantee shall not endorse or support any candidate running for partisan political office. No federal or state funds under this Grant Agreement shall be expended to support any legislative lobbying efforts of Grantee related to specific legislation. Grantee shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall immediately complete and submit a disclosure form to report lobbying.

Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including, but not limited to subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made. Submission of this certification is a prerequisite for making and

entering into this Grant Agreement imposed under 31 U.S.C. § 1351. Any person who fails to file the required certification shall be subject to a civil penalty.

14.02(e) Civil Rights: Grantee shall comply with all Federal and State laws, rules and regulations which prohibit any unlawful discrimination or violations of civil rights. Such laws, rules and regulations shall include, but not be limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), the Americans with Disabilities Act of 1990, all requirements imposed by applicable United States Department of Health and Human Services (45 C.F.R. § 84), and guidelines and interpretations issued pursuant thereto, the Age Discrimination Act of 1975; Title IX of the Education Amendments Act of 1972. Grantee shall insert a similar provision in all subcontracts for activities covered under the Grant Agreement.

14.02(f) Program Fraud Civil Remedies Act: The authorized official signing for the Grantee certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees the Grantee organization will comply with all terms and conditions of the Grant Agreement.

XV. OTHER TERMS AND CONDITIONS

15.01 Confidentiality of Records:

Strict standards of confidentiality of records and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be maintained in accordance with State and Federal laws. Attached Exhibits J and L more fully explain these requirements and must be followed by the Grantee. It is expressly understood and agreed that obligations set forth in this section shall survive the termination of this Grant Agreement.

15.02 No Waiver/Strict Performance Required:

Failure by any party to this Grant Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Agreement shall be deemed to have been waived, modified, deleted except by a written amendment signed by the parties.

15.03 Titles, Tense:

In construing this Grant Agreement, whenever appropriate, the singular tense shall be deemed to mean the plural and vice-versa. Titles of sections and paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to be a part of this Grant Agreement.

15.04 State and Federal Compliance:

The Grantee shall comply with all applicable State and Federal laws and regulations in the performance of this Grant Agreement.

15.05 Department Liability:

The Department shall have no liability except as specifically provided in this Grant Agreement.

15.06 Organization and/or Personnel Changes:

Grantee agrees to inform the Department of any changes of key personnel or organizational structure affecting the operation of the Grantee agency.

15.07 Taxes and Obligations:

Grantee certifies it is current on all taxes and obligations due the federal, state, and local governments.

15.08 Public Notice:

Grantee shall give credit in any publicity, printed materials, programs, and press releases as follows: "This program is being presented with financial assistance as a grant from the West Virginia Department of Health and Human Resources."

15.09 Information Technology Policies:

Grantees that have access to Department data systems or use the Department's Wide Area network (WAN) agree to comply with all of the Department's Information Technology Policies, including, but not limited to, the Information Technology Resource Policy and the Hardware/Software Policy. Grantee agrees to only use these systems for activities related to the work performed under this Grant Agreement.

XVI. SPECIAL TERMS AND CONDITIONS

16.01 Any special terms and conditions required as a condition for receiving and expending funds under this Grant Agreement are attached as **Exhibit K**.

16.01(a) If any of these special terms and conditions required by federal statute, codified federal regulation, applicable West Virginia Code citations, administrative rules, or Department policies conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall control.

16.01(b) If the special terms and conditions conflict with federal statutes, codified federal regulations, applicable West Virginia Code citations, administrative rules, or Department policies, such special terms and conditions are void.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be signed and dated as shown below.

FOR CITIZENS CONSERVATION CORPS OF WV

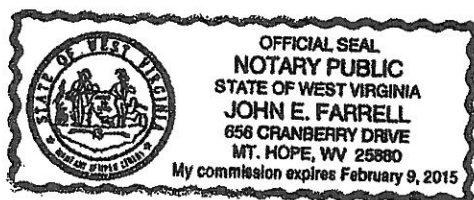
Grantee Authorized Signature: Robert A. Martin Date: 10-11-13

Printed Name and Title: Robert A. Martin, CEO

Taken, sworn and subscribed before me this 11th day of October, 2013.

Notary Public Signature: [Signature]

My Commission Expires: February 9, 2015



FOR THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES

[Signature] 10/21/13
Date

EXHIBIT A
STATEMENT OF WORK

Introduction

This grantee operates the West Virginia Courtesy Patrol (WVCP) under this grant. The purpose is to provide eligible Temporary Assistance for Needy Families (TANF) recipients with the supervision and supports necessary to move from cash assistance to work. The target population is limited to eligible TANF recipients referred by the Department of Health and Human Resources.

Objectives

To provide eligible customers with work experience and educational opportunities that will enable them to transition from cash assistance to work and increased self-sufficiency.

The grantee shall provide the following services and activities:

Provide support and supervision to Courtesy Patrol drivers;
 Provide training on appropriate conduct in the work place;
 Provide unsubsidized, full time employment (40-hour work week);
 Provide training opportunities not directly related to the WVCP Program (geared towards employment not related to the Courtesy Patrol);
 Provide educational opportunities and enhancements (Record/Report work skills and/or experience attained, certificates and/or licenses received, increased levels of improvement, and/or other recognizable achievements, i.e., General Equivalency Diploma Completion, External Diploma, etc.);
 Provide job development and transition services to the participant (Resume Writing, Workshops, Job Shadowing, Apprenticeships, etc.);
 Make AmeriCorps Educational Awards available to eligible participants (May receive up to \$4,725.00 to go towards his/her educational goals such as college tuition or vocational training, student loans/debt accrual, or books, uniforms, or other job required elements associated with employment).

Performance Measures

Number of drivers participating.
 Number of drivers exiting program.
 Number of drivers terminated from the program.
 Number of drivers completing the program.
 Number of drivers exiting for better employment.
 Number of drivers completing GED or other educational programs.
 Number of drivers receiving TANF benefits.
 Number of drivers who were new hires.
 Number of drivers retained 3 months, 6 months, 12 months, 18 months, and 24 months.

Timeframe

Services provided by this grantee are ongoing.

**EXHIBIT B
SOURCE OF FUNDS SCHEDULE**

The Department estimates the funds for this Grant Agreement shall be paid from the following federal and/or state sources:

FEDERAL FUNDS			
1. CFDA Number	2. Account Number (Fund Activity)	3. WVFIMS Grant Name	4. Amount
93.558	8816/130	TANF	\$350,000.00
TOTAL FEDERAL FUNDS			\$350,000.00

STATE FUNDS		
5. Fund/Activity	6. Fund/Activity Name	7. Amount
TOTAL STATE FUNDS		

STATE FUNDS		
(Appropriation Type - Special Revenue: Appropriated or Unappropriated)		
8. Account Numbers (Fund/Activity)	9. Fund/Activity Name	10. Amount
TOTAL STATE FUNDS		

TOTAL FEDERAL AND STATE FUNDS		\$350,000.00
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If at the end of the Grant Agreement period the Department determines the funding sources for all payments to the Grantee for this Grant Agreement are different than reflected above, a revised Source of Funds Schedule shall be sent to the Grantee by the Department that reflects the final source of funds.

EXHIBIT C
STATUTES AND PROGRAM REGULATIONS

ARRA & FFATA

As stated in the Addendum to this grant agreement, the Grantee must comply with the Federal Funding Accountability and Transparency Act of 2006 and the American Recovery and Reinvestment Act of 2009, as may be applicable.

Health Insurance Portability and Accountability Act

"Health Insurance Portability and Accountability Act of 1996, Public Law 104 - 191, 110 Stat. 1936 (1996) (HIPAA) and regulations promulgated thereunder (HIPAA Regulations)."

West Virginia Nonprofit Corporation Act

"West Virginia Nonprofit Corporation Act, W. Va. Code 31E-1-101 through 31E-8-856, if applicable.
http://129.71.164.29/wvcode_chap/wvcode_chapfrm.htm

WV Code §12-4-14

In accordance with WV Code §12-4-14, referenced in Exhibit F of this grant agreement, a Grantee seeking a State grant must provide verification that they have filed all reports and sworn statements of expenditures for prior State grants received. Therefore, in accordance with WV Code §12-4-14 and Section 8.1.1 of CSR §148-18, the following assurance is hereby incorporated into this grant agreement for the purpose of providing the required certification:

"Under penalty of law for false swearing (West Virginia Code §61-5-3), Grantee certifies that by signing this grant agreement on the signature page that Grantee and all related parties have filed all reports for State grants received as required under West Virginia Code §12-4-14."

Grantee Executive Responsibility and Accountability

If a grantee is required to comply with any audit or monitoring procedures described in this grant, or if the grantee receives any other audit reports or findings (including but not limited to IRS, FBI, EPA, DOD, DOC, SEC, OSHA, DOJ, DOT, OCR, FTC or other regulatory audits), the grantee's President, Chief Executive Officer, or Executive Director (whichever is applicable, hereafter President) shall insure that the following occurs:

(1) that the grantee's officers, responsible financial personnel (including grantee's internal and external accountants and CPAs), Board of Directors, and lawyer(s) timely receive a complete copy of the above described audits, findings and monitoring reports with exhibits, and

(2) that after a review by them, the President shall make an inquiry to them whether they have any other information, knowledge or facts indicating that the grant funds were not spent in accordance with the grant agreement, other than those disclosures previously made to any internal auditors, external auditors, regulatory authorities and to the WV Department of Health and Human Resources (DEPARTMENT), and

(3) that if the President learns from his inquiry of new information, knowledge or facts indicating the grant funds were not spent in accordance with the grant agreement, he shall report immediately his new findings to the DEPARTMENT, appropriate internal and external auditors and the appropriate regulatory authorities, and

EXHIBIT C
STATUTES AND PROGRAM REGULATIONS

(4) that the DEPARTMENT will receive a copy of any audit report, or finding by a regulatory agency related or unrelated to this grant (including but not limited to any report, audit or finding from any regulatory agency or oversight organization that criticizes the grantee's operation, purchasing practices, delivery of services, staff salaries, personnel practices, and programs, including but not limited to, for example, the IRS, FBI, EPA, DOD, DOC, SEC, OSHA, DOJ, DOT, OCR, FTC, and other investigative federal and state agencies, etc). If there is any doubt as to whether to "self disclose" and send a copy of any such audit or report to the DEPARTMENT, it is the grantee's responsibility to seek timely written clarification from the DEPARTMENT.

Under penalty of law for false swearing (W.VA. CODE 61-5-3), DEPARTMENT in its discretion may request from time to time that the grantee's President provide a written letter of assurance to the DEPARTMENT that he has complied with the above requirements. The DEPARTMENT may request facts relating to such compliance, such as dates and other particulars of such compliance. If such assurance letters are requested, the grantee's President shall provide to the DEPARTMENT this written assurance no later than ten (10) days from the date on the written request.

The DEPARTMENT may also request the President to certify in writing within ten (10) days of DEPARTMENT's written request to him that the grantee has adequate controls to detect and prevent misuse of grant funds and accounting fraud. The grantee shall provide written proof, satisfactory to the DEPARTMENT, of the exact nature of these controls. If the DEPARTMENT determines in its sole discretion that the grantee's controls are inadequate, the grantee shall institute controls that are adequate to satisfy the DEPARTMENT within thirty (30) days of the DEPARTMENT's written notification of the inadequacy.

If the grantee refuses to provide such written assurances, or provides unsatisfactory written assurances, the DEPARTMENT in its sole discretion may terminate this grant and withhold the grant funds until a satisfactory assurance is received.

The fact that the DEPARTMENT did not request written assurances for any past period does not waive or otherwise change the grantee's continuing obligation to comply timely with the above disclosure and inquiry obligations and to provide written assurances satisfactory to DEPARTMENT. In other words, these disclosure and reporting duties are deemed a continuing duty regardless of whether the DEPARTMENT requests a written letter of assurance of compliance. It is the grantee's responsibility to make any appropriate self disclosures and to comply with this requirement, and then be able to document such compliance if and when requested by the DEPARTMENT.

Any correspondence required as a result of Grantee Executive Responsibility and Accountability provisions above can be submitted to:

Office of Internal Control and Policy Development
West Virginia Department of Health and Human Resources
One Davis Square, Suite 401
Charleston, WV 25301

93.558 TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
ADMINISTRATION FOR CHILDREN AND FAMILIES, DEPARTMENT OF HEALTH AND HUMAN SERVICES

Authorization (040):
Social Security Act, Title IV, Part A, 42 U.S.C 601 et seq.

EXHIBIT C
STATUTES AND PROGRAM REGULATIONS

Regulations, Guidelines, and Literature (140):

Temporary Assistance for Needy Families (TANF) Final Rule was originally published in the Federal Register on April 12, 1999 (Vol. 64, No. 69). Publication of the Deficit Reduction Act of 2005 was published in the Federal Register on February 5, 2008 (Vol. 73, No. 24) to incorporate changes resulting from reauthorization of the TANF program. Program rules for State programs can be found at 45 CFR Parts 260 through 265. The Tribal Temporary Assistance for Needy Families (TANF) Final Rule was published in the Federal Register on February 18, 2000 (Vol. 65, No. 34). Tribal rules can be found at 45 CFR Part 286.

State of WV Code

WV WORKS Act WV Code § 9-9-1 et seq.

[Http://www.legis.state.wv.us/](http://www.legis.state.wv.us/)

WV Department of Health and Human Resources/Office of Children and Family Policy
State of West Virginia Plan for Temporary Assistance for Needy Families
http://www.wvdhhr.org/bcf/family_assistance/wvworks.asp

EXHIBIT D
PAYMENT METHODOLOGY - SCHEDULE OF PAYMENTS - MULTIPLE RECONCILIATIONS

After receipt of the fully executed Grant Agreement, the Grantee will submit invoices pursuant to the Schedule of Payments provided for in this exhibit. Each invoice must bear the original signature of the Grantee's agency head or person designated as responsible for the invoicing. Such invoices must be submitted as an original with (0) copies and must conform to the Department's invoicing instructions.

Invoices are to be submitted to the address below:

WV DHHR/Bureau for Children and Families
350 Capitol Street, Room 730
Charleston, WV 25301

Schedule of Payments

<u>Date</u>	<u>Amount</u>
10/1/2013	\$87,500.00
1/1/2014	\$87,500.00
4/1/2014	\$87,500.00
7/1/2014	\$87,500.00
TOTAL	\$350,000.00

The Grantee understands that invoices submitted prior to the full execution of the Grant Agreement and the issuance of the Grant Agreement will not be honored and that invoices submitted with mistakes and/or omissions will be returned.

EXHIBIT D
PAYMENT METHODOLOGY - SCHEDULE OF PAYMENTS - MULTIPLE RECONCILIATIONS

Requests by the Grantee for payment shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Grantee in carrying out the purpose of the approved program or project. The timing and amount of the cash payment shall be as close as is administratively feasible to the actual disbursements by the Grantee for direct program costs and the proportionate share of any allowable indirect costs.

Reports reconciling payments received and actual expenditures incurred will be submitted in accordance with Exhibit G reporting requirements. Scheduled payments may be adjusted in subsequent months based on the financial information contained in the reports.

A final report reconciling total payments received and actual expenditures incurred for the term of this agreement must be submitted to the Department as specified in Exhibit G. Any payments received in excess of actual expenditures must be returned to the Department at the Department's request.

EXHIBIT E GRANTEE BUDGET

Budget Category	Amount
A. Personnel	\$296,074.00
B. Fringe Benefits	\$53,926.00
C. Equipment	
D. Supplies	
E. Contractual Costs	
F. Construction	
G. Other	
Total Direct Costs	\$350,000.00

H. Indirect Costs	
Total Indirect Costs	

Total Grant Award **\$350,000.00**

For informational purposes only:

I. Grantee Supplied Match /Certified Match	
J. Other Grantee Supplied Funds	
K. Program Income (Projected)	

EXHIBIT F

FEDERAL AUDIT REQUIREMENTS – STATE ACCOUNTABILITY REQUIREMENTS GRANTEE AUDIT CERTIFICATION AND FEDERAL EXPENDITURE DISCLOSURE

F.1. Office of Management and Budget (OMB) Circular A-133:

Grantees that expend \$500,000 or more during their fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of the United States Office of Management and Budget's (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. The OMB Circular A-133 audit and related reporting package described therein shall be submitted to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at the address referenced below within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the Grantee's fiscal year end.

F.2. Grantee Audit Certification and Federal Expenditure Disclosure (GACFED) form:

The DHHR developed a Grantee Audit Certification and Federal Expenditure Disclosure (GACFED) form to track the Grantee's total Federal award expenditures and to ensure that its Grantees comply with the Federal audit requirements of OMB Circular A-133. Specifically, the GACFED form provides the DHHR with precise information related to a Grantee's Federal award activity in advance of the OMB Circular A-133 audit due date. The Grantee shall submit the GACFED form to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at the address referenced below within 60 days after the Grantee's fiscal year end.

F.3. West Virginia Code §12-4-14: West Virginia Code Chapter 12, Article 4, Section 14 (§12-4-14) sets forth grant-related accountability requirements enacted by the West Virginia Legislature. West Virginia Code §12-4-14 requires any person, corporation, partnership, association, individual or other legal entity that receives one or more State grants in the amount of \$50,000 or more in the aggregate in a State's fiscal year to file with the grantor(s) a "report" of the disbursement of the State grant funds. Conversely, persons or organizations receiving less than \$50,000 in the aggregate must submit a Sworn Statement of Grant Receipts and Expenditures made under the grant(s). Grantees must submit the required report(s) referenced in West Virginia Code §12-4-14 to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring within two years after the end of the fiscal year in which the DHHR disbursed the State grants to the Grantee. According to the Code, if the Grantee's fiscal year differs from the State's fiscal year (July 1 through June 30), the Grantee must file required reports and sworn statements within two years after the end of the Grantee's fiscal year following the State fiscal year in which the funds were disbursed.

F.4. Source of Funds: The relevant audit and reporting requirements expressed within this Exhibit and applicable to DHHR Grantees are generally contingent upon the collective award amounts and related requirements attached to the original funding source. Therefore, it is imperative that both Grantees and their external auditors know the original source of grant funds in order to properly plan, procure and perform an audit or attestation service or to otherwise meet applicable reporting requirements referenced within this Exhibit.

In addition to this grant agreement, Grantees should review all other individual award documents, regardless of grantor, when determining the most efficient and effective means to meet the submission requirements referenced within this grant agreement and possibly attached to other grant awards. Please note that the source of funds schedule, attached to the DHHR grant agreement as Exhibit B, identifies the source (origin) of funds to be used as payment for the term of this grant. Federal funding retains its identity even when it is sub-granted (passed-through) to other organizations; hence, Federal funds are identified in the source of funds schedule within this grant agreement by the applicable Catalog of Federal Domestic Assistance (CFDA) number(s) and the appropriated Federal revenue fund account number(s). State funds are identified by the specific appropriated general revenue fund and/or appropriated/non-appropriated special revenue fund account number(s).

F.5. Address for Submission: Grantees shall submit all audits, reports and supporting information and documentation, whether directly stated or implicitly referenced within this Exhibit, to the following address:

WV Department of Health and Human Resources
Office of Internal Control and Policy Development
Division of Compliance and Monitoring
One Davis Square, Suite 401
Charleston, WV 25301

Questions pertaining to this Exhibit may be directed to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at 304-558-9919 or via facsimile to 304-558-2269.

F.6. Penalties for Noncompliance: In cases of the Grantee's inability or unwillingness to comply with the audit, reporting and disclosure requirements referenced within this Exhibit, the DHHR shall take appropriate action against the Grantee via one or more of the following sanctioning measures: withholding grant funds, suspending grant payments, terminating grant awards, debarring the Grantee from receiving future grants.

F.7. Grantee Audit Compliance Guide / Internet Links: The DHHR developed a Grantee Audit Compliance Guide to further describe and to assist its grantees in complying with the audit, reporting and related disclosure requirements applicable to DHHR grant awards. The Grantee Audit Compliance Guide is posted on the Internet and may be accessed by going to www.wvdhhr.org <<http://www.wvdhhr.org>> and then clicking the applicable link on the left side of the webpage. In addition to the Grantee Audit Compliance Guide, the DHHR webpage includes a copy of the GACFED form required by Section F.2 of this Exhibit, links to certain regulatory documents such as OMB Circular A-133 and WV Code §12-4-14, and various other forms and tools to ensure compliance with the requirements referenced herein. The Grantee Audit Compliance Guide applies specifically to recipients of grant awards (Grantees) from the DHHR and must be read in its entirety to gain a complete and thorough understanding of the individual audit and reporting requirements applicable to DHHR grant agreements.

EXHIBIT G REQUIRED REPORTS

If the funds awarded under this Grant Agreement are being made available through appropriations under the American Recovery and Reinvestment Act of 2009, the Grantee must provide the DHHR with an estimate of the number of jobs created and the number of jobs retained as a result of this grant award. The number shall be expressed as "full-time equivalent" (FTE), calculated quarterly as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Grantee. The Grantee shall disclose this information within the performance report referenced within this Exhibit. Additional information regarding the number of jobs created and the number of jobs retained can be found in OMB (Office of Management and Budget) memoranda M-10-08 (Updated Guidance on the American Recovery and Reinvestment Act) dated December 18, 2009, a link to which is as follows: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf

Grantee will submit required reports in the format prescribed or approved by the Department. Failure to provide the Department with the required reports may result in suspension of payments or termination of this grant agreement. All reports must be signed and dated by the appropriate authorized representative.

Expenditure Reports are to be submitted Quarterly and are due within 30 days following the end of each quarterly period. Expenditure Reports shall reflect ACTUAL expenditures and receipts of grant dollars during the previous quarter. THE EXPENDITURE REPORT FOR THE FOURTH QUARTER WILL BE SUBMITTED AS THE FINAL EXPENDITURE REPORT and is due within 45 days following the end of the grant period.

Program Reports are to be submitted Quarterly and are due within 30 days following the end of each quarterly period. THE PROGRAM REPORT FOR THE FOURTH QUARTER WILL BE SUBMITTED AS THE FINAL REPORT and is due within 45 days following the end of the grant period. Such program reports shall contain information as prescribed in the performance measures within Exhibit A of the grant agreement.

Grantee agrees to submit the original PROGRAM and EXPENDITURE reports to:

West Virginia Department of Health and Human Resources
Bureau for Children and Families
Division of Grants and Contracts
350 Capitol Street, Room 730
Charleston, West Virginia 25301-3711
Attn: William E. Asbury

Grantee agrees to submit copies of the PROGRAM reports to the following:

West Virginia Department of Health and Human Resources
Bureau for Children and Families
Division of Family Assistance
350 Capitol Street, Room B-18
Charleston, West Virginia 25301
Attn: Monica Hamilton

Exhibit H Contacts

Grantee Contacts

Name	Address	Telephone	Fax	Email
Douglas, Jennifer	198 George Street Beckley, WV 25801	304-254-9196	304-254-9144	jdouglas@wvccc.com
Martin, Robert	198 George Street Beckley, WV 25801	304-254-9196	304-254-9144	rmartin@wvccc.com

Department Contacts

Name	Address	Telephone	Fax	Email
Asbury, William	350 Capitol Street, Rm 730 Charleston, WV 25301	(304) 356-4517	304-558-6646	william.e.asbury@wv.gov
Hamilton, Monica	350 Capitol Street, Room B-18 Charleston, WV 25301	304-356-4620	304-558-2059	Monica.A.Hamilton@wv.gov
Totten, Gail	350 Capitol Street, Room 730 Charleston, WV 25301-3711	304-356-4549	304-558-6646	Gail.P.Totten@wv.gov

EXHIBIT I
NO DEBT REQUIREMENT

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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

Under penalty of law for false swearing (West Virginia Code §61-5-3), Grantee certifies that by signing this grant agreement on the signature page that Grantee and all related parties do not owe any debts.

EXHIBIT J
CONFIDENTIALITY

Grantee shall follow the rules of confidentiality as required by the West Virginia State Code in §§9-2-5, 9-9-20, and 49-7-1. Grantee shall also be bound by the following federal laws and regulations Title IV-A, 24 CFR §431.300 et seq., 7 CFR §273.2 and 45 CFR §272.1, and 45 CFR §205.5 et seq. of the Social Security Act.

Grantee using computer files for records must observe the Department's Information Technology (IT) policies regarding personnel background investigations and an "Employee Confidentiality Statement", in accordance with the West Virginia Computer Crime and Abuse Act found in §61-3C-1 through §61-3C-21.

Grantee shall require a compliance confidentiality statement to be signed by each employee and/or volunteer and/or Board of Director's members who may have access to records and/or clients. This signed statement must be maintained in personnel files.

Grantee shall use the following notice when disclosing records under the terms of this grant.

CONFIDENTIALITY NOTICE

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RELEASE OF CONFIDENTIAL INFORMATION STATEMENT

This information has been disclosed to you from records whose confidentiality is protected by federal and state law and/or regulation, in particular 42 CFR §431.300 et seq., 7 CFR §272.1 (c), 45 CFR §205.50, et seq., and West Virginia State Code § 9-2-5 and § 9-9-20. Unauthorized use or disclosure of this information is punishable by criminal and/or civil penalties.

Use of this information for other than the stated purpose is prohibited. Disclosure by the recipient of this information to any other party is strictly prohibited without the express written consent of the Department. Destruction of copies after the stated need has been fulfilled is requested or if obtained for purpose of a court hearing, these records must be sealed in the court records after use.

If further information is needed regarding the confidential nature of TANF/WV WORKS, Food Stamps, Medicaid, or other programs, such as Low Income Energy Assistance Program (LIEAP), Non-Emergency Medical Transportation (NMET) or Emergency Assistance information, contact the West Virginia Department of Health and Human Resources, Office of Family Support at (304)558-8290 or the local West Virginia Department of Health and Human Resources Office.



EXHIBIT K
SPECIAL TERMS AND CONDITIONS

BONDING REQUIREMENT

Grantee assures those individuals authorized to sign financial documents, i.e., invoices, checks, contracts, etc. and/or access funds are duly bonded in order to protect against financial loss to itself and others.

LIABILITY INSURANCE REQUIREMENT

Grantee will at all times during the term of this agreement have and keep in force a liability insurance policy, which shall include General Liability, Personal Injury, Directors and Officers Liability, and Professional Liability, where applicable. Proof of such insurance will be provided upon request.

FEES

No fees shall be imposed by Grantee on any recipient of services under the terms of this Agreement without prior written consent by Department.

INDIRECT COSTS

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The total cost of indirect cost charged to the grant shall not exceed ten percent (10%) of the direct costs. These expenditures are considered necessary for the operation of the agency and the performance of the program. All indirect costs charged to the grant must be associated with grant related activities.

BUDGET REVISIONS

Revisions to the approved DHHR grantee line item budget, which require moving more than ten percent (10%) of the grant funds within a budget category or between budget categories requires prior written approval from the Department. Moving funds from or between one or more budget categories resulting in an increase of ten percent (10%) or more to another line item or budget category also requires prior written approval from the Department. No funds will be moved from Personnel and Fringe Benefits to cover costs in another budget category without prior written approval from the Department.

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia Bureau for Children and Families ("Agency") and CITIZENS CONSERVATION CORPS OF WV ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provides services to, Agency for the purposes necessary to complete the tasks, or provide services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.
- f. **Support of Individual Rights.**
 - i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if know, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.
- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm or <http://www.state.wv.us/admin/purchase/vrc/agencyli.htm> and, unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <mailto:incident@wv.gov> or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.
- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's of the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

AGREED:

Name of Agency: Bureau for Children and Families

Name of Associate: CITIZENS CONSERVATION
CORPS OF WV

Signature: *[Signature]*

Signature: *Robert A. Martin*

Title: *Deputy Secretary*

Title: *Chief Executive Officer*

Date: *10/21/13*

Date: *10-11-13*

**EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM**

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: CITIZENS CONSERVATION CORPS OF WV

Name of Agency: Bureau for Children and Families

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Not Applicable

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

Appendix B

1. Because you create, receive, maintain or transmit PHI (protected health information) for DHHR, you are a "business associate" (BA) of DHHR under federal law (HIPAA and HITECH).
2. Recent changes to HITECH impose more stringent requirements and strong penalties on BAs.
3. These changes apply to subcontractors of BAs; subcontractor means an entity that is not in the workforce of the BA that does a function, activity or service for the BA that involves PHI.
4. BAs and their subcontractors are now directly liable for impermissible uses and disclosures of PHI under HIPAA.
5. Penalties have increased significantly; in some instances, penalties have increased from \$100 per breach per day to as much as \$50,000 per breach per day.
6. BAs must comply with HIPAA Security Rule; this includes a security risk analysis and creating administrative, physical and technical safeguards in compliance with HIPAA; compliance with portions of the HIPAA Privacy Rule is required, as well.
7. BAs and their subcontractors must now provide the covered entity (CE - that is, DHHR) with notice of breach in accordance with breach notification rule; notice to DHHR must be immediate - note timeframes in BAA.
8. BAs are responsible for all costs associated with any breach by the BA, including but not limited to costs associated with notifying affected individuals.
9. Notice of breach to DHHR must identify individuals whose PHI was breached, and must include any other available information that the DHHR is required to provide in its notice to individuals.
10. BAs and their subcontractors are now required to provide an electronic copy of PHI to CE or the individual, upon request.
11. BAs and their subcontractors are now required to provide PHI to US DHHS (US Dept. of Health and Human Services) and to DHHR, when necessary, to audit and investigate BA's or subcontractor's compliance with HIPAA.
12. BAs and their subcontractors are now required to provide an accounting of disclosures of PHI to US DHHS as required by HITECH.

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

13. BA's or subcontractor's disclosure of PHI must be kept to limited data set or minimum necessary guidelines.
14. BA must honor request by individual to restrict disclosure of PHI to a Health Plan if the individual pays for associated service out-of-pocket in full.
15. BAs and subcontractors are prohibited from selling PHI unless authorized by individual in writing.
16. Effective date under final rule: 9/23/2013; new WV BA Agreement is effective immediately.

ADDENDUM (Federal Funding Accountability and Transparency Act) (American Recovery Reinvestment Act)

A. Purpose and Summary

The purpose of this Addendum is to ensure that recipients of grant awards from the West Virginia Department of Health and Human Resources understand their responsibilities under the Federal Funding Accountability and Transparency Act of 2006 and the American Recovery and Reinvestment Act of 2009, as may be applicable.

As part of these responsibilities, and as condition for execution of this Grant Agreement, Grantees must remain current in the System for Award Management (SAM) database (<http://www.sam.gov>) at all times during which they have active DHHR grant awards. The SAM database is the repository for standard information about Federal financial assistance applicants, recipients and subrecipients. Grantees must update or renew their SAM registration at least once per year to maintain an active status.

In order to register in the SAM database, Grantees must first obtain a valid Data Universal Numbering System (DUNS) Number from Dun and Bradstreet at <http://www.dnb.com>. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for tracking purposes and for validating the address and point of contact information for Federal assistance applicants, recipients and subrecipients.

Additional information about obtaining a DUNS number and maintaining registration with the SAM are included on the websites referenced above and on the attached Instructions for Completion of the Subrecipient (Grantee) Information Form. As further explained within this Addendum, the attached Subrecipient (Grantee) Information Form must be completed by the Grantee and submitted to the DHHR during the negotiation (pre-award) stage of the grant cycle.

B. Federal Funding Accountability and Transparency Act of 2006

The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, hereinafter referred to as FFATA, is an Act of Congress that requires full disclosure to the public of all entities or organizations receiving Federal funds. The FFATA directed the Office of Management and Budget (OMB), by January 1, 2008, to ensure the existence and operation of a single searchable website, accessible to the public at no cost, which includes for each Federal award:

1. The amount of the award;
2. Information including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
3. The name and location of the recipient and the primary location of performance;
4. A unique identifier of the recipient and any parent agency (DUNS Number); and
5. Any other relevant information specified by the OMB

The FFATA also required the OMB, by July 1, 2007, to commence a pilot program to test the collection of and access to data about subgrants and to determine how to implement a subaward-reporting program across the Federal Government. Thereafter, the FFATA required the OMB to terminate the pilot program by January 1, 2009 and, subject to extensions, replace it with a permanent system of ensuring that data regarding subawards is disclosed in the same manner as data regarding other Federal awards.

C. American Recovery and Reinvestment Act of 2009

The American Recovery and Reinvestment Act of 2009, Public Law 111-5, hereinafter referred to as the ARRA, is an economic stimulus package enacted by the 111th United States Congress and signed into law by President Barack Obama on February 17, 2009. The ARRA is intended to provide a stimulus to the U.S. economy in the wake of the economic downturn and includes Federal tax relief; expansion of unemployment benefits and other social welfare provisions; and domestic spending on education, health care, and infrastructure, including the energy sector. The ARRA provides for unprecedented levels of transparency and accountability so that the public will be able to know how, when and where their tax dollars are being spent. Specific information and requirements under the ARRA are as follows:

1. Funding provided from the Federal Government through the ARRA is "one-time only" funding and, to maximize the transparency and accountability of ARRA funds, organizations receiving funding under the ARRA must maintain records that identify adequately the source and application of those funds.
2. Section 1512(c) of the ARRA requires quarterly reporting on the use of funds. The data elements proposed for reporting the information described in Section 1512(c) were initially published in the Federal Register on April 1, 2009 [74 FR 14824].
3. Section 1512(h) of the ARRA requires recipients of ARRA funds, and their first-tier recipients (subrecipients) to register in the System for Award Management (SAM) database at <http://www.sam.gov>. In order to register in the SAM, a valid Data Universal Numbering System (DUNS) Number is required, as further described within this Addendum and within the Instructions for Completion of the Subrecipient (Grantee) Information Form.
4. Section 1605 of the ARRA requires that projects funded by the ARRA for the construction, alteration, maintenance, or repair of a public building or public work use American iron, steel, and manufactured goods in the project unless one of the specified exemptions applies. The ARRA provides that this requirement be applied in a manner consistent with U.S. obligations under international agreements. Definitions of "manufactured good," "public building and public work," and other terms as they pertain to the Buy American guidance in 2 CFR part 176 are found in § 176.140 and § 176.160.
5. Section 1606 of the ARRA requires the payment of Davis-Bacon Act (40 U.S.C. 31) wage rates to "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 ARRA.
6. Grantees bound by the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*, must separately identify the expenditures for Federal awards under the ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This requirement shall be accomplished by identifying expenditures for Federal awards made under the ARRA 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

ADDENDUM (Federal Funding Accountability and Transparency Act) (American Recovery Reinvestment Act)

characters in Item 9d of Part III on the SF-SAC. Additional information regarding the Federal audit requirements of OMB Circular A-133 is located within Exhibit F of the DHHR Grant Agreement and the Source of Funds Schedule, attached to this Grant Agreement as Exhibit B, identifies whether the funds awarded under this grant are being made available through appropriations under the ARRA.

D. DHHR Reporting to the Federal Government

The DHHR, as a primary recipient of Federal grants awards, is ultimately responsible for reporting on all data required by the FFATA and Section 1512 of the ARRA, including the following data elements related to its subrecipient Grantees:

1. Subrecipient DUNS number
2. Subaward number
3. Subrecipient legal name
4. Subrecipient DBA name
5. Subrecipient location
6. Subrecipient congressional district
7. Subrecipient type
8. Amount of subaward
9. Total subaward funds disbursed
10. Subaward date
11. Subrecipient primary place of performance
12. Congressional district for primary performance location
13. Subrecipient officer names and compensation of the top five officials, if applicable
14. Information on subrecipient vendors

As of the date of this Addendum, revised August 2009, the most recent and detailed implementing guidance with respect to this required data and other associated reporting requirements is located in a memorandum (M-09-21) released by the OMB on June 22, 2009. Among its many features, the June 22, 2009 OMB guidance describes the responsibilities for primary recipients versus subrecipients, discusses procedural issues for reporting, and includes a template and a data dictionary that fully details the required data elements and shows examples of those elements. Grantees may view or download the June 22, 2009 OMB guidance and related supplemental documents through the following website:
www.whitehouse.gov/omb/memoranda_default/.

E. Subrecipient (Grantee) Information Form - DHHR Finance A-1000

As opposed to requiring its Grantees to report directly to the Federal government on the aforementioned data, as is an option for the primary recipient under the ARRA, the DHHR will gather the necessary information from its Grantees for compilation and reporting to the Federal government in a comprehensive and cumulative manner. In order to achieve these objectives and to ensure consistent accounting treatment for these Federal funds, the DHHR developed a standardized form (DHHR Finance A-1000) in which its Grantees shall be required to complete and submit to the DHHR during the negotiation (pre-award) stage of the grant cycle. The DHHR will not process the Grant Agreement or commit any of the funds related thereto until the Grantee submits a signed copy of the Subrecipient (Grantee) Information Form.

F. Future Informational Updates and Regulatory Requirements

Currently, the rules, regulations and guidance issued by the Federal Government with respect to the oversight, accountability and reporting

requirements associated with the FFATA and the ARRA are a work-in-progress. As referenced in the aforementioned sections of this Addendum, there are a number of reporting requirements (data elements) for which the DHHR, as a primary recipient of Federal funds, must report directly to the Federal Government, including information on Federal subgrant awards administered by the DHHR. While the memorandum issued by the OMB on June 22, 2009 provides detailed information with respect to these reporting requirements, by all indications, further requirements and information may be forthcoming from the Executive Office of the President or through the release of individual Federal agency regulations. Therefore, as additional information becomes available and the Federal Government provides more details on managing Federal funds, the DHHR will transmit the information to its grant community through an update to this memorandum or by other determinable means to ensure overall compliance with the FFATA and the ARRA.

G. Sources of Information / Websites

Federal Funding Accountability and Transparency Act of 2006:

<http://www.usaspending.gov/>
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=109_cong_bills&docid=f:s2590enr.txt.pdf

American Recovery and Reinvestment Act of 2009:

<http://www.recovery.gov/>
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&docid=f:h1enr.pdf

Office of Management and Budget:

http://www.whitehouse.gov/omb/memoranda_default/
http://www.whitehouse.gov/omb/circulars_a133_compliance_09toc/

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

Signed: _____

Date: _____

Title: _____

RFQ No. 6614C033STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE**NOTARY PUBLIC** _____