



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header @ 2

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1337601

Procurement Type: Central Purchase Order

Vendor ID: 000000109612

Legal Name: DECOTA CONSULTING COMPANY INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 01/30/2024

Response Time: 13.02

Responded By User ID: bradcochran

First Name: Brad

Last Name: Cochran

Email: bradcochran@decotaconsult

Phone: 3047763333

SO Doc Code: CEOI

SO Dept: 0313

SO Doc ID: DEP2400000010

Published Date: 1/12/24

Close Date: 1/30/24

Close Time: 13:30

Status: Closed

Solicitation Description: DLR - Design-Build Owner Advisor Services

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1337601
Solicitation Description: DLR - Design-Build Owner Advisor Services
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-01-30 13:30	SR 0313 ESR01302400000003631	1

VENDOR
 000000109612
 DECOTA CONSULTING COMPANY INC

Solicitation Number: CEOI 0313 DEP2400000010
Total Bid: 0
Response Date: 2024-01-30
Response Time: 13:02:23
Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Owner Advisor Services				0.00

Comm Code	Manufacturer	Specification	Model #
80101600			

Commodity Line Comments: Expression of interest and statement of qualifications attached. Also available from the following link: https://files.decota.net/soq_20240130.zip

Extended Description:
Owner Advisor Services



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

State of West Virginia
 Centralized Expression of Interest
 Architect/Engr

Proc Folder: 1337601			Reason for Modification:
Doc Description: DLR - Design-Build Owner Advisor Services			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-12	2024-01-30 13:30	CEOI 0313 DEP2400000010	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 109612
Vendor Name : Decota Consulting Company, Inc.
Address :
Street : 4984 Washington St. W.
City : Cross Lanes
State : WV **Country :** USA **Zip :** 25313
Principal Contact : Brad Cochran
Vendor Contact Phone: 304.776.3333 **Extension:** 111

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X *Brad Cochran*

FEIN# 20-0584612

DATE 1/30/2024

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

ADDITIONAL INFORMATION

The Acquisitions and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for the West Virginia Department of Environmental Protection, Division of Land Restoration ("Agency"), from qualified firms to provide Owner Advisor ("OA") services ("Vendors") as defined herein.

2.PROJECT: The project for which bids are being solicited is to provide experienced OA services to the Agency for a Design-Build pilot program (West Virginia Code 22-34-1 et seq.) for the rehabilitation of former mining lands ("Project"). The Agency seeks to employ a team with experience managing and constructing stream restoration, water treatment, land reclamation and subsidence projects and a successful history of collaborating on the same or similar type of project per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Owner Advisor Services		

Comm Code	Manufacturer	Specification	Model #
.01600			

Extended Description:
Owner Advisor Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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EXPRESSION OF INTEREST

Design-Build Owner Advisor

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SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for the West Virginia Department of Environmental Protection, Division of Land Restoration (“Agency”), from qualified firms to provide Owner Advisor (“OA”) services (“Vendors”) as defined herein.
2. **PROJECT:** The project for which bids are being solicited is to provide experienced OA services to the Agency for a Design-Build pilot program (West Virginia Code § 22-34-1 et seq.) for the rehabilitation of former mining lands (“Project”). The Agency seeks to employ a team with experience managing and constructing stream restoration, water treatment, land reclamation and subsidence projects and a successful history of collaborating on the same or similar type of project.

The Agency is targeting the projects listed below for the Design-Build pilot program.

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Design-Build Owner Advisor

- **Richard Mine Drainage - Stream Restoration**
 - **Site Description:** Stream flow mine discharge point is impaired from sedimentation and unnatural stream design for 3,368 feet after the mine discharge point.
- **Vassar Lane Vertical Opening Phase 2 - Stream Restoration, Subsidence, Land Reclamation.**

- **Site Description:** Overburden ranges from 0 to 31 feet according to the WVGES coal bed mapper.

Due to the shallow distance between the mine and these homes, drilling and grouting is proposed to shore up any subsidence that may occur in the future. Approximately 97 acres of clean surface water runoff is draining into an underground mine through the priority 1 vertical opening.

There are potentially more areas upstream where water is entering the mine.

- **Meadow Fork Clogged Stream - Stream Restoration, Land Reclamation.**

- **Site Description:** WVDEP staff have documented numerous AML hazards within the Meadow Fork watershed over the past 20 years.

These problems included clogged stream flooding, open vertical shafts/stream capture, subsidence, refuse piles and mine drainage issues.

The main source of all the problems is a stream channel that was filled in during pre-law surface mining activities.

EXPRESSION OF INTEREST

Design-Build Owner Advisor

During heavy rain events, the water flow within the drainage basin has nowhere to go except through yards, roadways, and make-shift channels. As a result, flooding events have occurred numerous times. In numerous areas, the coal seam is just feet below the surface. As the water builds up it tears into the ground surface and often then digs its way into the underline mine voids, creating stream capture areas. Field investigations have determined that almost two (2) miles of stream channel within the valley and several of the side tributaries have been filled in with pre-law mine spoil as a result of deep mine and strip mine activities within the coal seams.

- **Morgantown Drilling/Grouting - Subsidence, Land Reclamation**
 - **Site Description:** Six subsidence/slump features that need to be filled with plugs. Two dangerous impoundments and four mine openings.

- **Gold Resources, LLC - Land Reclamation**
 - **Site Description:** Drainage flows into two creeks and then into a river. The permitted area was 528 acres in size. Two coal seams had been deep mined and surface mined multiple times. Some areas of the permit have been reclaimed, some partially reclaimed, and some areas remain as open strip pits. AMD affected water goes off the forfeited permit.

The sites are around multiple residences; potential vendors are not to show up on occupied residences. Site visits will be performed with the highest scoring Vendor during the negotiation phase of this solicitation.

EXPRESSION OF INTEREST
Design-Build Owner Advisor

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting 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 to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: NA

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: Decota Consulting Company, Inc.

BUYER: Josh Hager

SOLICITATION NO.: CEOI 0313 DEP2400000010

BID OPENING DATE: See next page

BID OPENING TIME: See next page

FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: 01/30/2024 @ 1:30 PM ET

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

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

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

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

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

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

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

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

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

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

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

EXPRESSION OF INTEREST

Design-Build Owner Advisor

SECTION THREE: PROJECT SPECIFICATIONS

1. **Background:** On March 7th 2023, Senate Bill 439 was passed to allow the West Virginia Department of Environmental Protection to combine the design and construction elements of a project into a single contract in a Design-Build pilot program. More information about Senate Bill 439 can be found at the following links: https://www.wvlegislature.gov/Bill_Status/bills_history.cfm?INPUT=439&year=2023&sessiontype=RS and <https://www.wvlegislature.gov/wvcode/code.cfm?chap=22&art=34>.
2. **Project duties and objectives:** Project duties and objectives may include but are not limited to the following support services and vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed services:
 - 2.1. Confirm the Agency's goals, challenges, and constraints for the project.
 - 2.2. Perform all services necessary to develop, prepare and furnish a Scope of Work document along with other documents to define and document the Agency's requirements for the proposed work in a performance-based format.
 - 2.3. Coordinate and work collaboratively with the Agency's procurement, engineering and design team to create the final documents to be used in the procurement of the Design-Build services for the design and construction of the work required.
 - 2.4. Meet on site and via teleconference with various stakeholders to gather the necessary information required for the development of the documents required.
 - 2.5. Visit and evaluate the reclamation project sites to determine the extent of the work required.
 - 2.6. Provide budget validation of project funding by creating an Independent Cost Estimate.
 - 2.7. Aid in development and completion of design-build contract in cooperation with WVDEP legal counsel.
 - 2.8. Develop performance-based requirements, with substantiation metrics, based on findings from the stakeholder meetings and their evaluation of project sites.
 - 2.9. Produce diagrams, drawings, or graphics not to exceed 10% schematic level to illustrate the work required.

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Design-Build Owner Advisor

- 2.10. Establish a Gantt chart identifying all key milestones for the design-build project.
 - 2.11. Provide all additional OA support as required to assist with the development of evaluation factors, consult on the Design-Build Institute of America (DBIA) best practices, attend, and assist with proprietary meetings, document all meetings, and provide an advisory role for the selection of the successful Design-Build contractor team.
 - 2.12. Provide on-site, full-time supervision for the duration of the project construction.
 - 2.13. Coordinate required approvals from local and state code and regulatory agencies.
 - 2.14. Coordinate work between Agency and design-builder.
 - 2.15. Key personnel from both the Agency and the OA are expected to be available for communications and meetings during normal duty hours. The OA shall provide emergency contact information in case the need for such should arise.
 - 2.16. All information collected and developed by the OA firm will become the property of the Agency and must be delivered to a WVDEP Representative.
3. **Qualifications, Experience, and Past Performance:** Vendors must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented by providing information on key personnel such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met. For additional details and requirements see "Attachment A" attached herein.
 4. **Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:
 - 4.1 **Materials and Information Required at Oral Presentation/Interviews:**

An Oral Presentation will be conducted with the firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews.

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The format for the interviews will be a 15 to 30-minute slideshow presentation followed by a Q&A session consisting, at a minimum, of the following:

- Corporate/personnel experience as it relates to the project
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors
- Quality assurance
- Project cost control
- Communication and collaboration plan

EXPRESSION OF INTEREST

Design-Build Owner Advisor

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.1.2. conduct interviews with each of the three firms selected.
 - 3.1.3. rank the three selected firms in order of preference.
 - 3.1.4. and commence scope of service and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached or the solicitation is canceled.

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Design-Build Owner Advisor

3.2. Three Firm Evaluation Rankings: The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- | | |
|---|--------------------|
| ● Understanding of Project Scope | 25 Points Possible |
| ● Relevant Experience (e.g. OA, Design Build) | 25 Points Possible |
| ● Available Resources (e.g. current staffing) | 25 Points Possible |
| ● Performance History | 25 Points Possible |

Total 100

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Design-Build Owner Advisor

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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

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

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

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

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

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,0000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,0000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,0000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Brad Cochran, Division Manager

(Address) 4984 Washington St. W.

(Phone Number) / (Fax Number) 304.776.3333 ext. 111 / no fax

(email address) bradcochran@decotaconsulting.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Decota Consulting Company, Inc.

(Company) 

(Signature of Authorized Representative)

Brad Cochran, Division Manager - 1/30/2024

(Printed Name and Title of Authorized Representative) (Date)

304.776.3333 ext. 111 / no fax

(Phone Number) (Fax Number)

bradcochran@decotaconsulting.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CEOI 0313 DEP240000010

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.

Decota Consulting Company, Inc.

Company



Authorized Signature

1/30/2024

Date

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

EXPRESSION OF INTEREST STATEMENT OF QUALIFICATIONS

Statement of qualifications must be organized according to the mandatory sections listed below. Statements that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. Statements should be of sufficient length and detail to demonstrate the proposer has a thorough understanding of the skills necessary to deliver the services requested.

1. General Information

1.1. Provide a company profile including principal areas of expertise and experience providing OA services. Include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity. Proposals must include the following information:

- 1.1.1.** Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
- 1.1.2.** Federal and state tax ID numbers.
- 1.1.3.** Names of Owners, Principals and/or Officers.
- 1.1.4.** The name, title, email address, mailing address, fax and telephone number of the officer authorized to represent the consultant in any correspondence, negotiations and sign any contract that may result.
- 1.1.5.** The project manager's name, title, email address, mailing address, fax and telephone number.
- 1.1.6.** Describe the firm's current staffing, workload and ability to competently and expeditiously provide OA services for the Agency.
- 1.1.7.** Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

2. Project Understanding & Approach

2.1. Describe your understanding of the project and approach to delivering OA services. It is important to demonstrate the ability to advocate for the Agency while maintaining professional relationships with the consultants, architects, and contractors during the project. Most importantly, you must demonstrate the ability to help the Agency make important decisions during the project by collecting and interpreting technical information from the Design-Build firm. Proposals must include the following information:

- 2.1.1.** Describe how you will organize and perform project tasks.
- 2.1.2.** Describe how you will identify critical milestones and ensure progress.
- 2.1.3.** Describe how you will address contingencies that may arise during the project.
- 2.1.4.** Describe how you will manage the project budget, schedule and scope.
- 2.1.5.** Describe how you will ensure quality control.

3. Staffing

3.1. Provide a staffing proposal including a narrative description, organization chart of the proposed team and résumés of key personnel. The firm must demonstrate the ability to provide support for the Agency in each phase of the project. Furthermore, any key personnel substitutions will be limited to those beyond the firm's control and not out of convenience. Key personnel substitutions will not be permitted without the consent of the Agency. Proposals must include the following information:

- 3.1.1. Identify personnel responsible for leading and staffing each phase of the project. Including but not limited to:
- 3.1.2. Key personnel résumés including name, title, education, experience, references, professional affiliations, certifications, licenses and registrations.
- 3.1.3. Key personnel's office location(s) and the number of other staff in each office.
- 3.1.4. Identify any external sub-consultants and describe their roles and responsibilities.

4. Similar Project Experience & References

- 4.1. Describe the firm's current and recent experience representing owners on similar projects as an OA. Descriptions must include: Brief descriptions, Owner name, design Consultant, Prime Contractor(s), owner reference including name, title, phone number and email address, name of proposed project team member (from this proposal) who was assigned to the project and their role, size of project and when it was completed. The time durations of similar projects which best characterize experience with schedule and cost control should be for projects completed within the last five (5) years.
- 4.2. Describe how successful the firm was in managing the recent similar projects on time and within budget (schedule and cost parameter examples). If there were schedule delays or cost deviations from the original project commencement, explain if these items were the result of Owner directed changes, unforeseen conditions, permit delays, or other factors.
- 4.3. Describe the roles and responsibilities of the key personnel in your staffing proposal.
- 4.4. Information that deviates from the requested information listed above may be grounds for disqualification.

5. Proximity to the Project Site

- 5.1. Provide information regarding key personnel's office and project locations. The firm must demonstrate key personnel's ability to attend meetings and visit the project site as necessary to monitor and oversee the project. Statements must include the following information:
 - 5.1.1. Key personnel's office location(s) and the number of other staff in each office.
 - 5.1.2. Key personnel's current project location(s).

The WVDEP assumes no obligation of any kind for expenses incurred by any firm or respondent to this EOI solicitation.

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and **dated within 30 days** of submission to be considered for a current bid.

Part A: General Information

Business Name: Decota Consulting Company, Inc.
 Tax ID #: 20-0584612
 Address: 4984 Washington St. W.
 City, State, & Zip: Cross Lanes, WV 25313
 Phone Number: 304.776.3333 ext. 111
 Email Address: bradcochran@decotaconsulting.com

Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. Instructions for downloading an OFT from the AVS can be found at: <https://www.osmre.gov/sites/default/files/2022-02/OMB%201029-0119%20instructions.pdf>. If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: avshelp@osmre.gov.

Part C: Certifying and updating information in the AVS

Select one of the options, follow the instructions for the selected option, sign, and date below.

I, Brad Cochran, have express authority to certify that:
 (Print Name)

1. Our business is listed in the AVS. The information is accurate, complete, and up to date. (If you select this option, you must attach an Entity OFT from the AVS to this form). Do not complete Part D.
2. Our business is in the AVS. The information needs to be updated. (If you select this option, you must attach an Entity OFT from the AVS to this form). Complete Part D to provide the missing or corrected information.
3. Our business is not listed in the AVS. The information needs to be added. Complete Part D to provide the information.

1/30/2024

Date

Brad Cochran
Signature

1/30/2024

Title

Part D: OFT Information

Contractor's Business Name: Decota Consulting Company, Inc.

If the current Entity OFT information for your business is incomplete in the AVS, or if there is no information in the AVS for your business, you must provide all of the following information as it applies to your business. Please include additional copies of this page if the space below is not sufficient to capture all information.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors, Partners, and Members;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.
- **Please list an end date for any person who is no longer with your business.**

Name: Linda Raines
 Address: 4984 Washington St. W.
 City, State, Zip: Cross Lanes, WV 25313
 Begin Date: 1996
 End Date: Current
 % Ownership: 51
 Position/Title: President
 Phone Number: 304.776.3333 ext. 104

Name: David Raines
 Address: 4984 Washington St. W.
 City, State, Zip: Cross Lanes, WV 25313
 Begin Date: 2004
 End Date: Current
 % Ownership: 49
 Position/Title: Vice President
 Phone Number: 304.776.3333 ext. 110

Name: _____
 Address: _____
 City, State, Zip: _____
 Begin Date: _____
 End Date: _____
 % Ownership: _____
 Position/Title: _____
 Phone Number: _____

Name: _____
 Address: _____
 City, State, Zip: _____
 Begin Date: _____
 End Date: _____
 % Ownership: _____
 Position/Title: _____
 Phone Number: _____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to one hour, with an average of 30 minutes per response, including time for reviewing instructions, gather and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, 1849 C Street, NW, Room 4559, Washington, DC 20240.



January 30, 2024

Mr. Rob Rice
Director of the Division of Land Restoration
West Virginia Department of Environmental Protection
601 57th St SE,
Charleston, WV 25304

Re: Solicitation No. CEOI 0313 DEP2400000010
Owner Advisor - Expression of Interest and Statement of Qualifications

Dear Mr. Rice:

I am pleased to submit this Expression of Interest and Statement of Qualifications for the Owner Advisor (OA) opportunity recently published in Solicitation No. CEOI 0313 DEP2400000010. We can provide the West Virginia Department of Environmental Protection (WVDEP) with the capabilities, expertise, and resources suitable to complete the tasks outlined in the above referenced notice.

Our extensive experience in environmental management, developed through years of working with the WVDEP, makes our team uniquely qualified for this opportunity. Our shared history of projects in the state has equipped us with a deep understanding of West Virginia's environmental and regulatory challenges.

Thank you for allowing our firm to share this Expression of Interest and Statement of Qualifications. We are eager to discuss how our expertise can contribute to your existing team. We look forward to the opportunity to further discuss our approach and qualifications.

Sincerely,

A handwritten signature in blue ink that reads "Brad Cochran". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brad Cochran
Decota Consulting Company, Inc.



Office of Abandoned Mine Lands and Reclamation

Expression of Interest Statement of Qualifications

Solicitation No. CEOI 0313 DEP2400000010

January 2024



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1 General Information

Company Profile

As a West Virginia small business with a long-standing history of collaboration with the West Virginia Department of Environmental Protection (WVDEP), Decota Consulting Company, Inc. (Decota) is uniquely positioned to address the environmental challenges and opportunities in our home state. Decota has previously provided the equivalent of Owner Advisor (OA) services to the WVDEP for five separate projects through the WVDEP In Lieu Fee (ILF) Program. These services included conceptual proposals, NEPA coordination, permitting, design, surveying, bidding, construction oversight, post-construction monitoring, and detailed project accounting. These projects total over \$8,000,000 in project value.

Our team of experienced professionals includes professional engineers, surveyors, biologists, wetland scientists, geographic information system (GIS) analysts, AutoCAD/Civil3D specialists, and Rosgen-trained stream designers. We are a leading provider of environmental engineering services and have a long history of successfully partnering with state and federal agencies to deliver high-quality, cost-effective solutions for complex environmental challenges. Decota employs all native West Virginians. All services will be provided from our office in Cross Lanes, West Virginia.

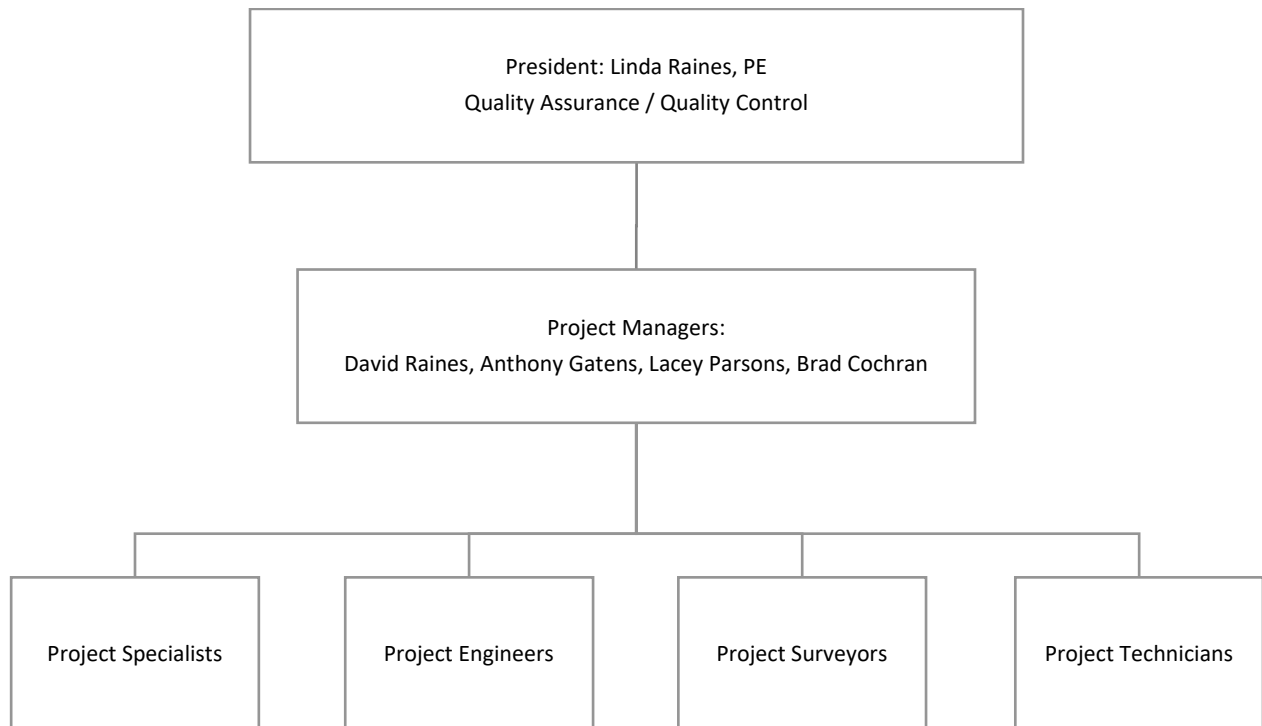


Figure 1: Organizational Chart

Expression of Interest Statement of Qualifications
Solicitation No. CEOI 0313 DEP2400000010



Company Information

Name: Decota Consulting Company, Inc.
Organization Type: S Corporation
Established: 1996
Federal Tax ID No.: 20-0584612
WV Tax ID No.: 1009-0260

President: Linda Raines, P.E.
Email: lindaraines@decotaconsulting.com
Phone: 304.776.3333 ext. 104
Address: 4984 Washington Street West
Cross Lanes, WV 25313

Vice President: David Raines
Email: davidraines@decotaconsulting.com
Phone: 304.776.3333 ext. 110
Address: 4984 Washington Street West
Cross Lanes, WV 25313

Project Manager: Brad Cochran
E-mail: bradcochran@decotaconsulting.com
Phone: 304.776.3333 ext. 111
Address: 4984 Washington Street West
Cross Lanes, WV 25313

Current Staffing and Workload

Linda Raines is the Engineer In-Charge for Decota. Ms. Raines has over 30 years of experience and is based in our Cross Lanes, WV office. In addition to Ms. Raines, Decota has 12 additional staff members that include four project managers with extensive and relevant experience related to the proposed project scope. Additionally, each of our support staff plays meaningful roles in our organization and has a thorough knowledge of the technical and administrative requirements to provide OA services successfully and efficiently.

Decota is accustomed to providing services with short notice and fast turnaround time for our clients. We maintain a balanced workload to guarantee that each project receives the attention and resources required for successful outcomes. In terms of capacity, we maintain a highly knowledgeable, independent, and capable staff that can complete tasks correctly and efficiently. We are strategically organized to handle concurrent projects efficiently. Our commitment to delivering high-quality services is reflected in

our streamlined project management processes, allowing us to navigate complexities and adhere to timelines effectively.

As an OA, we understand the importance of providing timely and informed guidance to facilitate decision-making for WVDEP. Our team is dedicated to expeditiously addressing project requirements, leveraging our experience and proficiency in environmental consulting to meet and exceed expectations.

Contingency Plan

In addressing the potential challenges of staff unavailability due to death, disability, illness, or separation, we have implemented a robust contingency plan to ensuring uninterrupted service delivery to our clients. As a small business, we depend heavily on cross-training and skill redundancy within our team. By investing in the cross-training of our staff, we ensure that multiple team members possess the necessary skills and expertise for various projects. This approach minimizes the impact of the absence of any specific individual, enabling us to seamlessly transition responsibilities and maintain project continuity.

Furthermore, we maintain a pool of dedicated back-up staff who are well-versed in our projects and can step in when needed. These individuals undergo regular training to stay updated on project requirements and industry best practices, facilitating a smooth transition of responsibilities. Our firm also places a strong emphasis on succession planning, identifying, and grooming potential leaders within the organization to ensure a seamless handover of responsibilities in the event of any long-term absence or separation.

Clear communication protocols form an integral part of our contingency plan, keeping clients informed about any staffing changes. Regular updates and transparent communication contribute to maintaining trust and providing assurance that projects will proceed without disruption. Additionally, in critical situations, we have long-established collaborations with external experts and professionals who can provide additional support as needed.

2 Project Understanding and Approach

Decota has a complete and thorough understanding of the project and the approach to delivering OA services. For more than 10 years, our current staff has successfully advocated for and represented WVDEP with engineering firms, environmental consultants, contractors, and various local, state, and federal regulatory agencies. On behalf of WVDEP, we have navigated the complexities of negotiating land agreements between state agencies, facilitated the decommissioning of a historic dam in West Virginia's most visited State Forest, and provided strict oversight of third party contractors while maintaining respected and professional working relationships.

Additionally, Decota's role as the environmental manager for the Appalachian Corridor H road project has provided valuable insights into the requirements and challenges of working with an Owner Advisor from

the engineer and contractor perspective. We will apply this experience and knowledge in our role as OA if selected.

Organizing and Performing Tasks

We will establish a dedicated project team with expertise aligned with the project requirements. Clear roles and responsibilities will be defined, ensuring that each team member contributes effectively to the project's success. Regular team meetings and communication channels will be established to foster collaboration and information exchange.

Identifying Critical Milestones and Ensuring Process

Critical milestones will be identified in collaboration with WVDEP, the Design-Build firm, and other stakeholders. A detailed project schedule will be developed, highlighting key deliverables and deadlines. Gantt charts will be utilized when establishing project schedules. We will employ project management tools to monitor progress, identify potential bottlenecks, and take proactive measures to ensure that the project stays on schedule. Our extensive experience in all phases of similar projects ensures that the WVDEP will benefit from the lessons and insights we have learned over time.

Addressing Contingencies

Our contingency plan includes risk assessments, mitigation strategies, and a responsive decision-making process. Open communication with all stakeholders will be maintained to address unforeseen challenges promptly. The diverse range of projects, stakeholders, and issues we have navigated over time has allowed our team to develop a broad range of solutions to utilize when contingencies are required.

Managing Budget, Schedule, and Scope

Decota is committed to sound financial management; we maintain a cost accounting system that is capable of segregating and identifying accumulating costs on an itemized basis for each individual project that may be performed under a cost type contract. We will develop a comprehensive project budget, clearly outlining costs associated with each phase. Monthly financial reviews will be conducted to ensure adherence to the budget. Our project management approach includes robust scope management to prevent scope creep, and any changes will be thoroughly evaluated for their impact on budget and schedule.

Ensuring Quality Control

We will establish rigorous quality assurance processes, including regular inspections and audits. Our team will work closely with the Design-Build firm to monitor the quality of technical information and

deliverables. Continuous improvement strategies will be implemented based on lessons learned throughout the project.

3 Staffing

Decota will utilize industry standard software such as ESRI ArcGIS, Autodesk AutoCAD/Civil3D, Google Earth, Microsoft Office, and Google Workspace. Decota’s experienced field staff utilize survey grade GPS units, total stations, and unmanned aerial vehicles (UAV). Our staff has the experienced personnel to provide OA services to WVDEP in a timely manner.

Based on our current workload, staffing, and extensive knowledge of the proposed project scope, Decota currently has the capacity to provide high quality OA services to WVDEP in a timely manner with our existing staff. As a local small business, our company is prepared to add additional staff and employ additional local West Virginians to offset future workload obligations if they should arise. We are in contact with and maintain relationships with potential candidates on a regular basis.

All key professional staff for this project are based in our Cross Lanes, WV office.

Key Personnel	Tasks	Experience
Linda Raines, P.E.	Engineer In-Charge, Quality Control	30+ years
Anthony Gatens, P.E.	Project Manager, Lead Engineer	30+ years
David Raines	Project Manager, Rosgen Level IV Stream Design, Construction Management	30+ years
Lacey Parsons	Project Manager, Rosgen Level IV Stream Design, Construction Management	30+ years
Brad Cochran	Lead Project Manager, GIS Analysis, Scheduling, Scope, Planning, Accounting	20+ years
Jared Bailey	Lead Surveyor, Lead Construction Management, Rosgen Level IV Stream Design	10+ years
Todd Hawley	Project Engineer, Construction Plans, Stream Design, Survey	15+ years
Erin Snyder	Lead Permitting, NEPA Coordination, Environmental Assessments, Realty	10+ years
Shawn Huffman	Permitting, NEPA Coordination, Environmental Assessments, Realty	15+ years
JW Sloan	Survey, Construction Management, Stream Design, Environmental Assessment	10+ years
Will Simmons	Survey, Construction Management, Stream Design, Environmental Assessment	10+ years

In addition to the staff listed above, Decota utilizes college interns in the environmental and engineering fields.

Linda Raines, P.E. – Engineer In-Charge, Company President, Quality Control

- Marshall University Graduate, University of Charleston (Morris Harvey) Graduate
- Ms. Raines, President of Decota, has more than 30 years of experience in project planning, budgeting, environmental engineering, and permitting. Her experience includes development analysis and economic analysis on projects exceeding \$30,000,000 initial capital.

Anthony Gatens, PE – Project Manager, Lead Engineer

- Marshall University Graduate, West Virginia Graduate
- Mr. Gatens possesses extensive permitting related experience in the preparation of Surface/Underground Article 3 Permits, NPDES mining and construction permits, 401 Water Quality Certifications, USACE 404 Individual and Nationwide permits, and other permit packages. In addition to a variety of mining operations, Mr. Gatens has provided engineering oversight for two private mitigation banks and five WVDEP ILF projects with a combined value of over \$12,000,000.

Lacey Parsons – Project Manager

- West Virginia University Graduate
- Mr. Parsons has over 30 years of experience and manages staff involved with stream and wetland permitting, mitigation design, construction management, monitoring, and biological assessment. Mr. Parsons has managed the NEPA and permitting requirements for large surface mining projects, stream and wetland restoration projects, and transportation projects throughout West Virginia. Lacey was the lead project manager for all environmental services related to the first two sections of the Appalachian Corridor H project, perhaps the most complex and environmentally sensitive transportation project in West Virginia.

Brad Cochran – Lead Project Manager

- West Virginia University Graduate
- Mr. Cochran has over 20 years of experience and has provided project management services for two private mitigation banks and five WVDEP ILF projects. Mr. Cochran has managed scheduling, scope, planning, and accounting for a wide variety of projects. Brad provides technical support as needed to facilitate company projects.

Jared Bailey – Project Engineer

- West Virginia Tech Graduate
- Mr. Bailey has over 10 years of experience, his primary job responsibilities include stream design, surveying, construction oversight, compilation of environmental baseline data, mitigation plan development, environmental assessments, and environmental monitoring.

Todd Hawley – Project Engineer

- West Virginia University Graduate
- Mr. Hawley has over 15 years of experience, his primary job responsibilities include GIS analysis, computer-aided drafting (CAD), 3D modeling, surveying, and construction plan development.

Erin Snyder, PWS – Lead Permitting and NEPA

- Marshall University Graduate
- Ms. Snyder has over 10 years of experience, her primary job responsibilities include NEPA compliance documentation, Section 404/401 permitting, mitigation plan design, Environmental Site Assessments (ESA), biological assessments, stream and wetland delineation, and realty tasks.

Shawn Huffman – Permitting and Assessments

- West Virginia University Graduate
- Mr. Huffman has over 15 years of experience, his primary job responsibilities include NEPA compliance documentation, Section 404/401 permitting, mitigation plan design, Environmental Site Assessments (ESA), biological assessments, stream and wetland delineation, and realty tasks.

4 Similar Project Experience

Over the past ten years, the core team detailed in this statement of qualifications is responsible for the concept, development of five WVDEP ILF projects and two private mitigation banking projects that total over 89,000 linear feet of stream restoration producing approximately 50,000 stream credits and 166 acres of wetland restoration producing 67 wetland credits.

Specifically, Decota has provided OA equivalent services to the WVDEP ILF Program including NEPA coordination, permitting, engineering, bidding, construction oversight, post-construction monitoring, and detailed project accounting for projects with a value of over \$8,000,000. Throughout the life of these projects, Decota served as a trusted WVDEP liaison, representing the WVDEP's interest with regulatory agencies, contractors, environmental consultants, and engineers. We have operated independently while providing detailed and regular updates to the ILF Program Coordinator. Our staff has maintained excellent working relationships with all stakeholders involved and has successfully navigated the transition between four separate ILF Program Coordinators at WVDEP.

4.1 Green Bottom Wildlife Management Area

Owner: WVDEP ILF Program
Owner Contact: Kristy Rodrigue, ILF Program Coordinator
Owner Phone: (304) 900-0340
Owner Email: Kristy.L.Rodrigue@wv.gov

Design Consultant: Decota Consulting Company, Inc.
Prime Contractor: Appalachian Stream Restoration
Development Phase: \$55,000
Construction Phase: \$452,000
Monitoring Phase: \$90,000

Project Roles and Responsibilities:

Project Manager: Lacey Parsons
NEPA/Permitting: Brad Cochran
Lead Engineer: Anthony Gatens
Lead Survey: Jared Bailey
Lead Design: *Neal Carte (retired)*, Lacey Parsons
Construction Plans: Todd Hawley
Oversight: Lacey Parsons (Construction), Linda Raines (QA/QC)

Description:

The Green Bottom ILF Mitigation Project in Cabell County, WV was approved in 2019 and constructed in 2020. It is a partnership between WVDEP, Decota, ASR, and the WV Division on Natural Resources (WVDNR). Decota proposed and planned a wetland creation project that met the credit needs of the WVDEP In Lieu Fee Program (ILF), while maximizing habitat for aquatic species and waterfowl.

4.2 McClintic Wildlife Management Area

Owner: WVDEP ILF Program
Owner Contact: Kristy Rodrigue, ILF Program Coordinator
Owner Phone: (304) 900-0340
Owner Email: Kristy.L.Rodrigue@wv.gov

Design Consultant: Decota Consulting Company, Inc.
Prime Contractor: Appalachian Stream Restoration
Development Phase: \$150,000
Construction Phase: \$1,300,000
Monitoring Phase: \$200,000

Project Roles and Responsibilities:

Project Manager: Brad Cochran
NEPA/Permitting: Lacey Parsons, Shawn Huffman
Lead Engineer: Anthony Gatens
Lead Survey: Jared Bailey
Lead Design: *Neal Carte (retired)*, Lacey Parsons, David Raines
Construction Plans: Brad Cochran
Oversight: Brad Cochran (Construction), Linda Raines (QA/QC)
* *James Stanton (Construction, now employed by WVDEP)*

Description:

The McClintic ILF Mitigation Project in Mason County, WV was approved in 2018 and constructed in 2020. It is a partnership between WVDEP, Decota, ASR, and WVDNR. Decota proposed and planned a stream restoration and wetland creation project that met the credit needs of the WVDEP ILF, while maximizing habitat for aquatic species and waterfowl.

4.3 Mill Creek Wildlife Management Area

Owner: WVDEP ILF Program
Owner Contact: Kristy Rodrigue, ILF Program Coordinator
Owner Phone: (304) 900-0340
Owner Email: Kristy.L.Rodrigue@wv.gov

Design Consultant: Decota Consulting Company, Inc.
Prime Contractor: Shamrock Environmental
Development Phase: \$363,000
Construction Phase: \$3,611,000
Monitoring Phase: \$275,000

Project Roles and Responsibilities:

Project Manager: Brad Cochran
NEPA/Permitting: Erin Snyder, Brad Cochran
Lead Engineer: Anthony Gatens
Lead Survey: Jared Bailey, JW Sloan
Lead Design: *Neal Carte (retired)*, Lacey Parsons, Jared Bailey
Construction Plans: Todd Hawley, Brad Cochran, Jared Bailey
Oversight: Jared Bailey (Construction), Linda Raines (QA/QC)
* *James Stanton (Construction, now employed by WVDEP)*

Description:

The Mill Creek ILF Mitigation Project in Cabell County, WV was approved in 2019 and completed in 2022. It is a partnership between WVDEP, Decota, Shamrock, and the WVDNR. Decota proposed, planned, and implemented this large-scale stream restoration project that was designed to enhance habitat in WMA and stabilize the rapidly eroding Left Fork of Mill Creek, while generating needed credits for the WVDEP. The project involves reshaping the valley floor and rebuilding 16,983 feet of stable stream and tributaries.

Expression of Interest Statement of Qualifications
Solicitation No. CEOI 0313 DEP2400000010



4.4 Lakin State Farm

Owner: WVDEP ILF Program
Owner Contact: Kristy Rodrigue, ILF Program Coordinator
Owner Phone: (304) 900-0340
Owner Email: Kristy.L.Rodrigue@wv.gov

Design Consultant: Decota Consulting Company, Inc.
Prime Contractor: Not constructed
Development Phase: \$571,901
Construction Phase: Not constructed
Monitoring Phase: Not constructed

Project Roles and Responsibilities:

Project Manager: Lacey Parsons
NEPA/Permitting: Brad Cochran, Shawn Huffman
Lead Engineer: Anthony Gatens
Lead Survey: Todd Hawley
Lead Design: *Neal Carte (retired)*, Lacey Parsons, Jared Bailey
Construction Plans: Jared Bailey, Brad Cochran

Description:

The Lakin State Farm ILF Mitigation Project in Mason County, WV was a partnership between WVDEP, Decota, and the WV Department of Agriculture (WVDA). Decota proposed and planned the project in coordination with WVDA to restore unstable streams throughout the farm while also improving the farm's cattle operation infrastructure. The project included 22,671 feet of stream and 8.8 acres of wetlands.

Permit approval for this project was obtained in 2021. However, this project was cancelled in 2022 following a change in administration at the WVDA.

4.5 Kanawha State Forest

Owner: WVDEP ILF Program
Owner Contact: Kristy Rodrigue, ILF Program Coordinator
Owner Phone: (304) 900-0340
Owner Email: Kristy.L.Rodrigue@wv.gov

Design Consultant: Decota Consulting Company, Inc.
Prime Contractor: Appalachian Stream Restoration
Development Phase: \$200,000
Construction Phase: \$1,100,000
Monitoring Phase: \$300,000

Project Roles and Responsibilities:

Project Manager: Brad Cochran
NEPA/Permitting: Erin Snyder, Shawn Huffman
Lead Engineer: Anthony Gatens
Lead Survey: Jared Bailey, JW Sloan
Lead Design: *Neal Carte (retired)*, Lacey Parsons, Jared Bailey
Construction Plans: Todd Hawley, Brad Cochran, Jared Bailey
Oversight: Jared Bailey/JW Sloan (Construction), Linda Raines (QA/QC)
* *James Stanton (Construction, now employed by WVDEP)*

Description:

The Kanawha State Forest ILF Mitigation Project in Kanawha County, WV was approved in 2021, and constructed in 2022. It is a partnership between WVDEP, Decota, and the WV Division on Natural Resources (WVDNR). Decota proposed and planned this project while working closely with WVDNR to achieve their goals while maximizing credit generation for the WVDEP. The project included the removal of a historically significant dam built by the Civilian Conservation Corps (CCC), stream creation, and stream enhancement on 6,677 of stream in the most highly trafficked state forest in West Virginia.

5 Proximity to Project Site

All staff for this project are based in our Cross Lanes, WV office. Our staff has the capacity to attend meetings or visit project sites as necessary throughout the state as necessary.