

May 4, 2015

Ms. Laura Hooper  
WV Purchasing Division  
2019 Washington Street E  
Charleston, WV 25305

Dear Ms. Hooper:

Enclosed please find the research proposal, "West Virginia Breeding Bird Atlas II – Statistical Analysis". This proposal is being submitted by Scott Klopfer with our Virginia Tech Conservation Management Institute. The proposed period of performance for this effort is 06/01/2015 through 05/31/2016 with an estimated cost of \$72,164. All correspondence related to this proposal should reference Proposal Number **PXOXCOOK**.

This proposal is considered confidential/proprietary information of Virginia Tech and is being provided to you for evaluation purposes for funding this work at Virginia Tech. No other use of the information contained in this proposal is authorized until such time as an award is made. Virginia Tech reserves the right to negotiate mutually agreeable terms and conditions at the time of award. Please note that Virginia Tech takes exception to the following terms and conditions noted in the solicitation:

**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. **As a not for profit, state educational institution, Virginia Tech cannot agree to this.**

**18. 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 of State Rules is void and of no effect. **Virginia Tech has no authority to agree to be bound by the law of any other state due to the fact that it is a state university and (1) the General Assembly has never given up nor delegated its authority to make the laws of Virginia or those that govern the activities of state government. Therefore, employees of the state do not have the authority to contractually agree to bind a state agency to laws of another state; and (2) the Commonwealth of Virginia has sovereign immunity which must be explicitly waived before the University would be amenable to the jurisdiction of the courts of another state. In Virginia's waiver of sovereign immunity from suit for contractual matters, jurisdiction is limited to the Circuit Courts of the Commonwealth of Virginia.**

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WV Purchasing Division

*Invent the Future*

26. **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. **Virginia Tech will use its best efforts to perform the research activities required under this Agreement. Virginia Tech makes no representations or warranties, expressed or implied, regarding its performance under this Agreement, including, but not limited to the marketability, use or fitness for any particular purpose of the research results developed under this work. Further, it is understood that the University shall not be liable for special, consequential, or incidental damages, as a result of Sponsor's use of the research results, reports and any deliverables provided by Virginia Tech.**

32. **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 State 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. **Since Virginia Tech is part of the Commonwealth of Virginia, we fall under a separate sovereign than West Virginia, therefore ask that this clause be removed from any resulting award.**

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. **As a state agency, Virginia Tech is prohibited from indemnifying other parties without approval from the Governor [see Va Code section 2.2-1837]. The basis for an agency's inability to agree to an indemnification agreement or the payment of attorney's fees and court costs is rooted in Virginia Constitution Article X, Section 9, which prohibits any debt other than (1) debts to meet emergencies and redeem previous**

debt obligations, (2) general obligation debt for capital projects and sinking fund, or (3) debts for certain revenue-producing capital projects. None of these exceptions permit the state to incur a debt such as that contemplated by an indemnification agreement or the payment of attorney's fees and court costs.

The University appreciates the opportunity to submit this proposal. If fiscal or budgetary questions arise please contact Anna Steen at (540) 231-9168 or [asteen@vt.edu](mailto:asteen@vt.edu). Technical questions should be directed to the principal investigator.

Sincerely,

*Lauren P. Maghe for*

John C. Rudd  
Assistant VP Sponsored Programs Administration

Enclosures  
Cc:  
University File



## West Virginia Breeding Bird Atlas – Statistical Analysis

Proposal submitted by Scott D. Klopfer<sup>1</sup>, Caitlin Carey<sup>1</sup>, and Dr. Andrew Wilson<sup>2</sup>

<sup>1</sup> Conservation Management Institute, Virginia Polytechnic Institute and State University, Blacksburg, Virginia

<sup>2</sup> Gettysburg College, Gettysburg, Pennsylvania

### **Background**

Many states have completed at least one Breeding Bird Atlas (BBA) project. A traditional BBA utilizes primarily volunteers to systematically survey an area, usually a state, for bird species present during a specified period. BBAs typically take multiple seasons to complete, generate large amounts of data, and provide quantitative information on the extent of species distribution in the state.

Recently, states have adopted a new approach for conducting BBAs. Pennsylvania completed both a traditional BBA and a point-count effort which allowed them to account for species detection probabilities to provide more robust estimates of species density and distribution (Wilson et al 2012). This required a dedicated, controlled effort by trained survey personnel over the entire state and took six field seasons to complete. The resulting data were used for species-specific detection probabilities as a function of time of day, season, distance, and observer and habitat bias. These data were used in conjunction with spatial information on habitat type, spatial arrangement of breeding birds, and other metrics to develop density, abundance, and predicted probability of occurrence estimates for several more common species over the entire landscape of Pennsylvania.

The second Pennsylvania BBA has set a new standard for conducting a survey of breeding birds over a state, and others have implemented similar techniques. Ohio is presently completing an effort using the same model as Pennsylvania. Virginia is planning on implementing a similar project in 2015.

West Virginia has recently completed the field survey portion of their second BBA and is seeking assistance to complete the analysis of both the traditional BBA and point-count survey data following the procedures used in Pennsylvania and Ohio. The Conservation Management Institute (CMI) at Virginia Tech is proposing to complete this analysis with assistance from Dr. Andrew Wilson (Gettysburg College, Pennsylvania).

## Scope of Work

The CMI will work cooperatively with the West Virginia Department of Natural Resources (WVDNR) throughout this project. West Virginia DNR will provide all datasets, priorities for analysis, and guidance on how results will be presented. We will summarize and conduct statistical analyses of observational and abundance data collected during the 6-year atlas project. In general, we expect to produce results similar to those presented in the *Atlas of Breeding Birds in Pennsylvania* (eds. Wilson et al. 2012) and those being produced in Ohio BBA II. We will work directly with Dr. Wilson to apply the same methodologies and techniques used in Pennsylvania and Ohio and include any additional information that may enhance the West Virginia BBA II.

A general outline of project tasks includes:

1. Receiving, cleaning, organizing, and preparing abundance datasets for summary and analysis.
2. Refining, creating outputs, and testing density models using established methodology.
  - a. Quantify and correct for detection biases and incorporate into density models
3. Conducting landcover analysis related to atlas block, atlas region, Partners in Flight region and change over time. Creating maps summarizing the above. Data will be used to help identify important habitats and breeding locations.
  - a. Using land cover datasets in Geographic Information Systems (GIS) software (ArcMap10.1), we will classify each block and region in both atlas projects by proportion landcover type. Retrofitting land cover data will be conducted as needed to assess changes over time between the first and current BBA.
4. Receiving, cleaning, organizing, and migrating all atlas distribution data into an existing database template.
5. Using distribution data in a GIS environment produce maps detailing occurrence and change between atlas projects for all species in order to document the current breeding bird distribution in atlas blocks and regions and assess changes in breeding distributions since the first BBA.
  - a. In addition, using distribution data and land cover analysis data in ArcMap, we will compare presence/absence of species in blocks or regions to assess whether changes in landcover correlate with changes in species distribution.
6. Modelling probably species occurrence using GIS and statistical software packages (ArcMap and R).
  - a. Incorporating BBA datasets, landcover analysis data, and survey effort effects into occupancy modeling to develop maps of predicted probability of occupancy.
7. Summarizing and analyzing observer effort across all atlas blocks to investigate the effects of effort on block occupancy.

- a. To investigate, and account for, the effects of observer effort on block occupancy and probability of detection, we will compare effort to the number of species detected per block and to the proportion of blocks occupied by a species.
8. Using an existing template/format in R, create data packs for 170+ species to support ongoing species account writing. Each data pack will include above outputs and additional summary statistics.
9. Preparing additional outputs covering breeding probability and breeding phenology such as:
  - a. Estimating proportion available for detection as a function of distance and survey time and effort.
  - b. Identifying times of day, season, or habitat components that minimize and maximize probability for detection using regression models.
  - c. Summaries of breeding evidence data. Summarizing by category, code, and bird activity dates across all atlas blocks for each species to assess changes since first BBA.
  - d. Summaries and map of blocks occupied by physiographic region between atlas projects for all species.
10. Organizing and delivering all outputs in a print-ready format.
11. Conducting periodic progress meetings, reports, and related project communications with WVDNR.

CMI will work with WVDNR to finalize specific details for each of these steps as appropriate, particularly with respect to spatial analysis steps and prioritizing the specific analyses to be completed. For the purposes of developing this proposal we have used the *Atlas of Breeding Birds in Pennsylvania* as a guide. We will maintain continual communication with WVDNR regarding progress and our project plan as the analysis is conducted. This will ensure that limited resources are allocated to the highest priority analyses as determined by WVDNR.

### **Timeline and Budget**

We will assume a start date of June 1, 2015 with an end date of 365 days after initiation (May 31, 2016); however changes to these dates will not affect our schedule. Wherever possible we will attempt to accommodate WVDNR requests for specific deliverables by specific dates. We estimate that the total cost of this project will be \$72,164 (see Pricing Page). This includes costs related to personnel time required to complete tasks, related fringe benefit costs, and travel. We also applied an indirect cost of 27% per our institutional established rate.

We will supply the WVDNR with progress reports to support quarterly invoicing, or to address information needs they may have related to the project.

## **Specific Qualifications**

The Conservation Management Institute has over 15 years' experience working with federal, state, private, and other non-governmental organizations on wildlife and natural resource-related issues. We have been actively involved in avian research and related data analyses for the U.S. Fish and Wildlife Service, Virginia Department of Military Affairs, Virginia Department of Game and Inland Fisheries, and other groups.

Dr. Wilson is an affiliated researcher with the CMI and was the primary researcher on the Pennsylvania Breeding Bird point count project and principal author and editor of the *Atlas of Breeding Birds in Pennsylvania*. Dr. Wilson is the foremost expert available for conducting the analyses required for this project.

### *Experience with R and other statistical and spatial analysis software*

Dr. Wilson has extensive analysis experience including the use of R programs along with other packages such as WinBUGS, R, SURVIV, and ArcGIS. Ms. Carey has a strong statistical background with considerable experience conducting statistical analysis of biological data to assess species population dynamics and distributions. She has training and experience using statistical and GIS analysis software programs, including R, SAS, Program MARK, and ArcMap10.1. Mr. Klopfer has over 15 years of experience applying geospatial information to wildlife related applications. He has experience mapping vegetation and land use for developing habitat maps and models, quantifying land cover change, and supporting decision making.

## **Reference**

Wilson, A.M., D.W. Brauning, and R.S. Mulvihill. 2012. Second atlas of breeding birds in Pennsylvania. The Pennsylvania State University Press, University Park, Pennsylvania.

Scott Klopfer  
Conservation Mgmt. Inst.  
1900 Kraft Drive - Suite 250  
Moss Bldg. CRC  
Blacksburg, VA 24061

30th April 2015

Dear Scott,

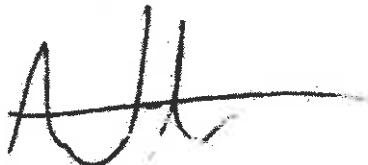
Thank you for contacting me about the opportunity of affiliating with the Conservation Management Institute (CMI) affiliate. I am particularly excited about the potential to collaborate on the analysis of bird atlas data. As field worker, lead analyst and editor of the *Second Atlas of Breeding Bird in Pennsylvania*, I have gained extensive experience of "second generation" bird atlases, and I am keen to make good use of that experience to assist other atlas projects. Recently I have also worked as a consultant for Ohio State University, taking the lead on analysis of bird abundance data for the *Second Ohio Breeding Bird Atlas*, to be published later this year. Further, I have recently (within the last year) advised atlas teams in a further four states, currently at various stages of 2<sup>nd</sup> Bird Atlas production.

Expectations of "second generation" bird atlases are high, especially with regards an increasing anticipation that they will map bird abundances as well as bird distributions. The extra dimension of abundance mapping will provide valuable data for large-scale conservation management and long-term monitoring, but gathering and analyzing such data is undoubtedly challenging. I have gladly aided Rich Bailey at WVDNR with the final stages of the WV Bird Atlas field work, and the planning for data analysis. My current position as an Assistant Professor at a teaching college precludes me from taking the lead on analysis of the WV Bird Atlas data, so I am delighted to offer my services as an affiliate and Co-Principal Investigator with CMI. CMI has the staff and resources that are needed to meet the challenges posed when analyzing the large volumes of spatial data generated by bird atlas projects. I will gladly share not only my experience of bringing a similar project to fruition (i.e. book publication), but all the computer code that we have developed to analyze bird atlas data. I think this would serve to greatly improve the efficiency of the analytical process, thereby ensuring a timely book publication.

I look forward to hearing more about this collaboration in due course.

Yours sincerely

Andrew Wilson



Assistant Professor  
Environmental Studies  
Gettysburg College  
awilson@gettysburg.edu



Curriculum Vitae  
**Scott D. Klopfer**  
Certified Wildlife Biologist (2004)

Conservation Management Institute  
1900 Kraft Drive Suite 250  
Blacksburg, Virginia 24061  
(540) 231-8825

sklopfer@vt.edu



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**Education:**

- 5/95- 7/97 **Master of Science Degree, Wildlife Sciences (July 1997)**  
Virginia Polytechnic Institute and State University - Blacksburg, VA  
Department of Fisheries and Wildlife Sciences  
Thesis title: Insolation, Precipitation, and Moisture Maps for a Virginia Geographic Information System  
Thesis advisor: Dr. Robert Giles
- 9/91-5/93 **Bachelor of Science Degree, Wildlife Biology and Management (May 1993)**  
SUNY College of Environmental Science and Forestry - Syracuse, NY  
Department of Environmental and Forest Biology  
- Graduated **Magna Cum Laude**
- 9/89 – 5/91 SUNY at Buffalo  
- Completed lower division coursework in prep program for SUNY ESF advanced early admissions.

**Certifications:**

Certified Wildlife Biologist – The Wildlife Society 2004

**Reviewed Publications:**

- Murphy, B.R. and S.D. Klopfer. 2013. Field note: occurrence record for *Hyla cinerea* in Craig County, Virginia. *Catesbeina* 33:1.
- Whitaker, D. M., J. C. Pack, G. W. Norman, D. F. Stauffer, and S. D. Klopfer. 2005. A range-wide meta-analysis of wild turkey breeding phenology. in C. Al. Stewart, ed., *Proceedings of the Ninth National Wild Turkey Symposium*, Michigan Department of Natural Resources, Lansing, MI
- McCombs, J.W., S.D. Klopfer, and G.L. Schairer. 2000. Using a relative phenological index to improve conifer classification in forests of the eastern United States from Landsat TM data. Pages 216-223 in *Proceeding of the Second International Conference. Geospatial Information in Agriculture and Forestry*. ERIM International. January 10-12, 2000. Lake Buena Vista, FL.
- Schairer, G.L., R.H. Wynne, M.L. Fies, and S.D. Klopfer. 1999. Predicting landscape quality for Northern bobwhite from classified Landsat imagery. *Proc. Annual Conf. Southeast. Assoc. Fish and Wildlife Agencies*. 53:243-256.
- Klopfer, S.D. 1999. Climate characteristics of the Big Levels region, Augusta County, Virginia. *Banisteria* 13:17-22.
- Scott, C.T. and S.D. Klopfer. 1998. Standard forest sampling designs and their analysis using TabGen. *Conference Proceedings. Toward a unified framework for inventorying and monitoring forest ecosystem resources*. Guadalajara, Mexico.
- Klopfer, S.D. 1997. Insolation, precipitation, and moisture maps for a Virginia geographic information system. M.S. Thesis Virginia Polytechnic Institute and State University, Blacksburg VA. 199 pp.

### Books:

St. Germain, M., and S.D. Klopfer. 2011. A Field Guide to the Nature of Primland and the Blue Ridge Mountains. ISBN 978-0-578-08654-5. 113 pp.

### Reports:

Klopfer, SD, K. McGuckin, and D. Cross. 2014. Evaluating Differences In Land Cover Between The Past And Present: Implications For Managing Bobwhite At The Landscape Scale In Virginia. Final Report to the Virginia Department of Game and Inland Fisheries. 48 pp. VTCMI-Technical Report-04-2014.

Klopfer, S.D. and K. McGuckin. 2014. Evaluation of Accuracy and Appropriate Uses for the Northeastern Terrestrial Habitat Map for 3 Areas in Virginia. Final Report to the Virginia Department of Game and Inland Fisheries. 45 pp.

Kane, A., T.C. Burkett, S. Klopfer, and J. Sewall. 2013. Virginia's Climate Modeling and Species Vulnerability Assessment: How Climate Data Can Inform Management and Conservation. National Wildlife Federation, Reston, Virginia. 68p.

Klopfer, S.D., D. Kramar, and M. St. Germain. 2013. Analysis of Fox Activity and Survival in Foxhound Training Enclosures. Final Report to the Virginia Department of Game and Inland Fisheries. 43 pp.

Klopfer, S.D. and M. St. Germain. 2013. Strategic Plan for the Mid-Atlantic Nutria Management Program (MANMaP). Final Report submitted to Maryland Sea Grant and the Mid-Atlantic Panel on Aquatic Invasive Species. 18 pp.

### Work Experience:

1/09 –  
present

**Director – Sr. Research Associate**  
Conservation Management Institute (CMI)  
College of Natural Resources and Environment, – Blacksburg, VA

- Director of College-level research center. Responsible for over 40 staff and approximately \$2 million in research project funding. Primary responsibilities include organizational direction and development, supervision of project managers and administrative staff, management of university policies and procedures, and strategic planning. Also responsible for designing and delivering sponsored research projects as a principal investigator.

8/06 – 1/09

**Project Development - Research Associate**  
Conservation Management Institute (CMI) – Blacksburg, VA

- Responsible for developing and designing projects for CMI. Primarily responsible for sponsor relations, marketing, and developing ideas to generate funded projects. Primary author for CMI proposals and promotional materials. Staffed CMI exhibits at conferences. Conducted meetings with sponsors to generate projects. Designed and presented project results at conferences and meetings. Chaired the CMI Development Working Group. Actively participated in project management and CMI administration.

7/98 – 7/06

**GIS & Remote Sensing Division Coordinator – Research Associate**  
Conservation Management Institute – Blacksburg, VA

- Developed and managed GIS and remote sensing and spatial information projects for the CMI. Supervised research assistants, graduate assistants, and undergraduate volunteers. Co-advisor for undergraduate independent research projects. Responsibilities included project development, project management, cooperator communication, and research. Work extensively with GIS decision support systems, vegetation mapping, habitat modeling, and field studies.

**Andrew Mark Wilson, Ph.D.**  
Department of Environmental Studies  
Gettysburg College, Box 2455  
300 N. Washington St.  
Gettysburg, PA 17325 USA  
Tel: (717) 337 – 6072 Email: awilson@gettysburg.edu

## EDUCATION

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Ph.D. in Ecology, *The Pennsylvania State University* (2009). Thesis title: Bird population responses to conservation grasslands in Pennsylvania.

BSc with honours in Applied Statistics, *Sheffield Hallam University, UK* (1992).

## POSITIONS

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August 2013-present: Assistant Professor in Environmental Studies. *Gettysburg College, PA.*

August 2011-August 2013: Visiting Assistant Professor in Environmental Studies. *Gettysburg College, PA.*

July 2010-August 2011: Post-doctoral researcher. *US Geological Survey, Patuxent, MD.*

January 2010-May 2010: Adjunct Professor in Environmental Studies. *Gettysburg College, PA.*

March 2009-July 2010: Post-doctoral data analyst, data curator and Editor. *Pennsylvania Breeding Bird Atlas, Carnegie Museum of Natural History, Pittsburgh, PA.*

August 2009-December 2009: Adjunct Assistant Professor in Biology. *Hood College, MD.*

August 2004-August 2009: Research and Service Assistant. *The Pennsylvania State University, PA.*

May-July, 2004-2009: Field ornithologist. *2nd Pennsylvania Breeding Bird Atlas, Carnegie Museum of Natural History, Pittsburgh, PA.*

March 2000-April 2007: Part-time leader for wildlife tour company *Naturetrek, UK* (led tours in Peru, Morocco, and Jordan).

August 1994-May 2004: Ecologist & training Officer. *British Trust for Ornithology, UK.*

August 1992-August 1994: Research Assistant. *York Health Economics Consortium, University of York, UK.*

## COURSES TAUGHT

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*Gettysburg College*: Environmental Issues (ES-121), Environmental Science and Society (ES-196), Introduction to Geographic Information Systems (ES-230), Wildlife Ecology (ES-302), Landscape Ecology (ES-304), Conservation Biology (Bio/ES-316).

*Hood College*: Landscape Ecology.

*The Pennsylvania State University*: Field Ornithology.

## PUBLICATIONS AND PRESENTATIONS

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See complete list and citation index at: <http://scholar.google.com/citations?user=b9T6BYcAAAAJ>

### *Peer-reviewed journal articles, books and book chapters*

Pabian, S.E., **A.M. Wilson**, S.R. Klinger, and M.C. Brittingham. 2015. Pennsylvania's Conservation Reserve Enhancement Program benefits ring-necked pheasants but not enough to reverse declines. *Journal of Wildlife Management* DOI: 10.1002/jwmg.870.

van der hoek, Y., **A. Wilson**, R. Renfrew, J. Walsh, P. Rodewald, J. Baldy, L. Manne. 2015. Regional variability in extinction thresholds for forest birds in the northeastern United States: An examination of potential drivers using long-term breeding bird atlas datasets. *Diversity and Distributions* DOI: 10.1111/ddi.12327.

Yeager, A., J. Commito, **A. Wilson**, D. Bower, and L. Schwarzkopf. 2014. Sex, Light, and Sound: Location and

Combination of Multiple Attractants Affect Probability of Cane Toad *Rhinella marina* Capture. *Journal of Pest Management* 87:323-329.

- Pabian, S., **A.M. Wilson**, and M. Brittingham. 2013. Mixed Responses of Farmland Birds to the Conservation Reserve Enhancement Program in Pennsylvania. *Journal of Wildlife Management* 77(3):616-625.
- Wilson, A.M.**, D.W. Brauning and R.S. Mulvihill (eds). 2012. *Second Atlas of Breeding Birds in Pennsylvania*. The Penn State University Press. University Park, PA.
- Wilson, A.M.**, and M. Brittingham. 2012. Initial response of bird populations to conservation grasslands in southern Pennsylvania. *Journal of Soil and Water Conservation* 67(1):59-67.
- Wilson, A.M.**, M. Brittingham, and G. Grove. 2010. Association of wintering raptors with Conservation Reserve Enhancement Program grasslands in Pennsylvania. *Journal of Field Ornithology* 81:361-372.
- Wilson, A.M.** 2010. Green-winged Teal *Anas carolinensis*, Northern Goshawk *Accipiter gentilis*, Upland Sandpiper *Bartramia longicauda*, Barn Owl *Tyto alba* and Bank Swallow *Riparia riparia*. In: *Terrestrial Vertebrates of Pennsylvania*(eds M.A. Steel, M.C. Brittingham, T.J. Maret, and J.F. Merritt). The Johns Hopkins University Press, Baltimore, MD.
- Wentworth, K., M. Brittingham, and **A.M. Wilson**. 2010. Conservation Reserve Enhancement Program fields: cross community benefits for birds in Pennsylvania. *Journal of Soil and Water Conservation* 65:50-60.
- Wilson, A.M.** 2009. Conservation Issues: Conservation and Farmland. In *Avian Ecology and Conservation: A Pennsylvania Focus with National Implications* (eds S.K. Majumdar, T.L. Master, M.C. Brittingham, R.M. Ross, R.S. Mulvihill, and J.E. Huffman). Pennsylvania Academy of Science, Easton, PA.

#### **Presentations at scientific meetings**

- Wilson, A.M.**, D.W. Brauning and R.S. Mulvihill. 2014. Spatial Models Can Overcome Coverage Issues in Bird Atlases. The Wildlife Society Annual Conference , Pittsburgh, PA.
- Brittingham, M. C., **A. M. Wilson** and J. Bishop. 2014. Effects of Shale Gas Development on Forest Habitat and Birds in Pennsylvania. The Wildlife Society Annual Conference , Pittsburgh, PA
- Wilson, A.M.**, D.W. Brauning and R.S. Mulvihill. 2012. Range changes among Guilds of Breeding Birds in Pennsylvania between 1983-89 and 2004-2009. The Pennsylvania Wildlife Diversity Forum, State College, PA.
- Wilson, A.M.**, S.E. Pabian and M. Brittingham. 2012. Mixed Responses of Farmland Birds to the Conservation Reserve Enhancement Program in Pennsylvania. Pennsylvania Chapter of The Wildlife Society Annual Conference, State College, PA.
- Wilson, A.**, J. Casey, J. Coppen et al. 2011. Strategic habitat conservation through the Integrated Waterbird Management and Monitoring Program. The Waterbird Society Annual Meeting, Annapolis, MD.
- Wilson, A.M.**, and M. Brittingham. 2010. The Status and Conservation of Farmland Birds in Pennsylvania. Pennsylvania Academy of Science, Harrisburg, PA.
- Wilson, A.M.**, R.S. Mulvihill, D.W. Brauning et al. 2009. Bird Population Estimates for Pennsylvania: the added Value of Density Estimates in Bird Atlas Projects. American Ornithologists' Union Annual Meeting, Philadelphia, PA.

#### **PROFESSIONAL AFFILIATIONS, SERVICE, and AWARDS**

- Member of the Ornithological Technical Committee of the Pennsylvania Biological Survey (from 2012).
- Member of the Technical Committee of the Appalachian Mountains Joint Venture (from 2012).
- Reviewer of manuscripts for *Biological Conservation*, *Biology Letters*, *Bird Study*, *Conservation Biology*, *Ecology*, *Ibis*, *Journal of Applied Ecology* and *Journal of Wildlife Management*.
- Pennsylvania Society for Ornithology - Golden Pileated Award for significantly advancing the state of ornithological knowledge in Pennsylvania (2013).

## **Caitlin S. Carey**

Conservation Management Institute, College of Natural Resources and Environment  
Virginia Polytechnic Institute and State University  
1900 Kraft Dr., Suite 250, Blacksburg, VA 24060  
Phone: (540) 231-3877, Email: cscarey@vt.edu

### **EDUCATION**

**Virginia Tech**, Department of Fish and Wildlife Conservation, Blacksburg, VA  
Master of Science, Fisheries and Wildlife Science, 2013  
Advisors: Jess Jones, Eric Hallerman, and Marcella Kelly  
Master's Thesis: *An evaluation of population restoration and monitoring techniques for freshwater mussels in the upper Clinch River, Virginia, and refinement of culture methods for laboratory-propagated juveniles*

Bachelor of Science, Fisheries Science; Minor: Biology, 2008

### **WORK EXPERIENCE**

**Research Faculty**, September 2013–present

Conservation Management Institute, Virginia Tech, Blacksburg, VA

- Conducting applied research on aquatic natural resources with emphasis in ecology and assessing population dynamics
- Analyzing avian point count data to assess species richness and density shifts in response to conversion of agriculture crops to native warm-season grasses
- Obtaining scientific collection and threatened and endangered species permits
- Assessing non-timber forest product inventory using Forest Inventory and Analysis data
- Assisting with invasive species inventories, fire fuel modeling, military training land assessments, and small mammal and endangered plant surveys
- Statistical analysis of biological research data

**Graduate Research Assistant**, August 2010–August 2013

Department of Fish and Wildlife Conservation, Virginia Tech, Blacksburg, VA

- Designed, implemented, and analyzed field and laboratory studies that 1) estimated demographic parameters and evaluated population dynamics of a reintroduced population of mussel, 2) evaluated three population restoration techniques, 3) evaluated systematic quadrat and mark-recapture sampling approaches, and 4) investigated the effects of temperature on mussel growth and survival
- Led freshwater mussel surveys and conducted habitat assessments
- Supervised and led field and laboratory technicians over various research projects

**Laboratory Specialist and Field Technician**, May 2007–July 2010

Freshwater Mollusk Conservation Center (FMCC), Blacksburg, VA

- Propagation and culture of endangered and threatened freshwater mussels
- Collected, organized, and statistically analyzed biological data and prepared reports for state and federal research funded projects
- Conducted freshwater mussel and aquatic habitat assessments

### **TEACHING EXPERIENCE**

**Instructor of Mark-Recapture Workshop** for Emory & Henry College environmental studies students, Fall 2012. Planned and led a field workshop on using mark-recapture to monitor freshwater mussels.

**Mentoring**, Virginia Tech, 2012–2013. Mentored undergraduate student through practical components of his fisheries research project, from experimental design to statistical analyzing data.

## SKILLS & CERTIFICATIONS

### Skills

- Experience using statistical and spatial analysis software packages to assess species demographics and distributions: Program MARK, SAS, R, CAPTURE, DISTANCE, G\*Power3, and ArcGIS 10.1 (ESRI)

### Certifications

- Associate Fisheries Professional Certification – American Fisheries Society

## COURSEWORK, & WORKSHOPS

### Coursework

- Population Parameter Estimation, Mark-Recapture Analysis in Program MARK, Experimental Designs, Linear Modeling and Inference on Ecological Data, Biometry I & II, Biological Statistics, Population and Community Ecology, Environmental Law, Conservation Biology, Human Dimensions of Fish and Wildlife, Evolutionary Biology

### Workshops

- Virginia Tech Networked Learning Initiatives: GIS & Remote Sensing Data Discovery and Access (February 2014), Introduction to ESRI ArcGIS (September 2013)
- American Fisheries Society, Virginia Chapter Meeting: Statistics Workshop (January 2012)
- Virginia Tech LISA Short Courses: Design of Experiments, Regression Analysis using JMP, Introduction to R, Introduction to SAS, Combining the power of R and Excel: RExcel (August 2010–December 2012)

## PROFESSIONAL SERVICE & ORGANIZATIONS

**Ad Hoc Reviewer:** North American Journal of Aquaculture

**Member:** National Chapter of the American Fisheries Society, Freshwater Mollusk Conservation Society, National Military Fish and Wildlife Association

## PUBLICATIONS

Carey, C.S., J.W. Jones, R.S. Butler, and E.M. Hallerman. 2015. Restoring the endangered oyster mussel (*Epioblasma capsaeformis*) to the upper Clinch River, Virginia: an evaluation of population restoration techniques. *Restoration Ecology*. Doi: 10.1111/rec.12195.

Carey, C.S., J.W. Jones, E.M. Hallerman, and R.S. Butler. 2013. Determining optimum temperature for growth and survival of laboratory-propagated juvenile freshwater mussels. *North American Journal of Aquaculture* 75:532–542.

## PROFESSIONAL PRESENTATIONS

Carey, C.S., J.W. Jones, R.S. Butler, E.M. Hallerman, and M.J. Kelly. 2015. Evaluation of systematic quadrat and mark-recapture sampling designs: monitoring a reintroduced population of oyster mussels (*Epioblasma capsaeformis*) in the upper Clinch River, Virginia. Freshwater Mollusk Conservation Society Symposium, St. Charles, Missouri, March 2015. Oral presentation.

Carey, C.S., J.W. Jones, R.S. Butler, E.M. Hallerman, and M.J. Kelly. 2013. Evaluation of three reintroduction techniques to restore a population of the endangered oyster mussel (*Epioblasma capsaeformis*) in the upper Clinch River, Virginia. Southern Division of the American Fisheries Society Spring 2013 Meeting, Nashville, Tennessee, February 2013. Poster presentation.

## TECHNICAL REPORTS

Carey, C.S., E.D. Wolf, and V. Emrick. 2014. Freshwater mussel assessment in the upper Nottoway River and its tributaries on Fort Pickett, Virginia. Report-02-2014. Conservation Management Institute, Virginia Polytechnic Institute and State University, Blacksburg. 41 pp.

Carey, C.S. 2014. Preliminary survey for dwarf wedgemussel (*Alasmidonta heterodon*) in Aquia Creek, Marine Corps Base Quantico. VTCMI-Technical Note-01-2014. Conservation Management Institute, Virginia Polytechnic Institute and State University, Blacksburg. 11 pp.

**Pricing Sheet  
West Virginia Breeding Bird Atlas**

Description	Est. Quantity	Unit Cost	Extended Cost
Receive and prepare abundance datasets for summary and analysis.	1	\$1,896	
Refine, output and test density models using established methodology.	1	\$15,168	
Conduct landcover analysis related to atlas block, atlas region, Partners in Flight region and change over time. Create maps summarizing the above.	1	\$2,548	
Receive and migrate all atlas distribution data into an existing database template.	1	\$1,896	
Use distribution data in a GIS environment to produce maps detailing occurrence and change between atlas projects for all species.	1	\$7,506	
Model probable species occurrence using GIS and statistical software packages.	1	\$9,326	
Summary and analysis of observer effort across all atlas blocks.	1	\$1,896	
Using an existing template/format, create data packs for 170+ species to support ongoing species account writing. Each data pack will include above outputs and additional summary statistics.	1	\$17,060	
Other – List Description Below *		\$14,869	
		<b>TOTAL COST OF PROJECT</b>	<b>\$72,164</b>

\* Other - Task descriptions (and costs) described below (Detailed descriptions found in scope of work)

- 1) Mandatory Requirement #4.1.9, Prepare additional output covering breeding probability and breeding phenology (\$8,530)
- 2) Mandatory Requirement #4.1.10, Organize and deliver all outputs in a print-ready format (\$6,339)



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

State of West Virginia  
 Request for Quotation

Proc Folder: 80645

Doc Description: Addendum #1 - WV Breeding Bird Atlas - Statistical Analysis

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-13	2015-05-06 13:30:00	CRFQ 0310 DNR1500000046	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Virginia polytechnic institute + state university  
 300 N. Turner St  
 Blacksburg, VA 24060

**FOR INFORMATION CONTACT THE BUYER**

Laura E Hooper  
 (304) 558-0468  
 laura.e.hooper@wv.gov

Signature X *Lauren P. Maguire*

FEIN # 54-6001805

DATE 5-4-15

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



INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Receive and prepare abundance datasets for summary	0.00000		\$1896	\$1896

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**  
 Receive and prepare abundance datasets for summary and analysis.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Refine, output and test density models	0.00000		\$15,168	\$15,168

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**  
 Refine, output and test density models using established methodology.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Conduct landcover analysis related to atlas block, etc.	0.00000		\$2,548	\$2,548

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Conduct landcover analysis related to atlas block, atlas region, Partners in Flight region and change over time. Create maps summarizing the above.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Receive and migrate all atlas distribution data.	0.00000		\$ 1896	\$ 1896

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Receive and migrate all atlas distribution data into an existing database template.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Use distribution data in a GIS environment to produce maps	0.00000		\$ 7506	\$ 7506

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Use distribution data in a GIS environment to produce maps detailing occurrence and change between atlas projects for all species.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Model probable species occurrence	0.00000		9326	\$9326

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**  
 Model probable species occurrence using GIS and statistical software packages.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Summary & analysis of observer effort across all atlas block	0.00000		1896	\$1896

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**  
 Summary and analysis of observer effort across all atlas blocks.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Using an existing template/format, create data packs	0.00000		17,060	\$17,060

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Using an existing template/format, create data packs for 170+ species to support ongoing species account writing. Each data pack will include above outputs and additional summary statistics.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Other - List Description	0.00000		\$ 14.869	\$ 14,869

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Model probable species occurrence using GIS and statistical software packages.

**SOLICITATION NUMBER: DNR1500000046**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum #1

To attach the Vendor Preference Certificate and the Purchasing Affidavit inadvertently left off the original solicitation.

No further changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR1500000046**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" 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.

Virginia Polytechnic<sup>Institute</sup> State + University  
Company

Jan P. Mayhew  
Authorized Signature

5-4-15  
Date

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

Revised 6/8/2012



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

**State of West Virginia  
 Request for Quotation**

Proc Folder: 80645

Doc Description: WV Breeding Bird Atlas - Statistical Analysis

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-13	2015-05-06 13:30:00	CRFQ 0310 DNR1500000046	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Virginia polytechnic institute & state university  
 300 N. Turner St.  
 Blacksburg, VA 24060

**FOR INFORMATION CONTACT THE BUYER**

Laura E Hooper  
 (304) 558-0468  
 laura.e.hooper@wv.gov

*Lauren P. Magruder*  
 Signature X

FEIN # 54-6001805

DATE 5-4-15

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



INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Receive and prepare abundance datasets for summary			\$ 1896	\$1896

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**  
 Receive and prepare abundance datasets for summary and analysis.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Refine, output and test density models			\$15,168	\$15,168

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**  
 Refine, output and test density models using established methodology.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Conduct landcover analysis related to atlas block, etc.			\$ 2548	\$ 2548

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Conduct landcover analysis related to atlas block, atlas region, Partners in Flight region and change over time. Create maps summarizing the above.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Receive and migrate all atlas distribution data.			\$ 1896	\$ 1896

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Receive and migrate all atlas distribution data into an existing database template.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Use distribution data in a GIS environment to produce maps			\$ 7506	\$ 7506

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Use distribution data in a GIS environment to produce maps detailing occurrence and change between atlas projects for all species.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD	
ELKINS	WV26241	ELKINS	WV 26241
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Model probable species occurrence			\$ 9326	\$ 9326

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**  
 Model probable species occurrence using GIS and statistical software packages.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD	
ELKINS	WV26241	ELKINS	WV 26241
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Summary & analysis of observer effort across all atlas block			\$ 1896	\$ 1896

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**  
 Summary and analysis of observer effort across all atlas blocks.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD	
ELKINS	WV26241	ELKINS	WV 26241
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Using an existing template/format, create data packs			\$ 17,000	\$ 17,000

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Using an existing template/format, create data packs for 170+ species to support ongoing species account writing. Each data pack will include above outputs and additional summary statistics.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD  ELKINS WV 26241  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Other - List Description			\$ 14,869	\$14,869

Comm Code	Manufacturer	Specification	Model #
85131700			

**Extended Description :**

Model probable species occurrence using GIS and statistical software packages.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

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

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

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

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

Question Submission Deadline: 04/27/2015 at 5:00PM

Submit Questions to: Laura Hooper, Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Laura.E.Hooper@wv.gov](mailto:Laura.E.Hooper@wv.gov)

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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when 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: 05/06/2015 at 1:30PM  
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. **ALTERNATES:** 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.
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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the



same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to 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 by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"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.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. 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 \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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 365 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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

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

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

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

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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

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

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

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_.

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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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

21. **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.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.



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

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

**32. 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

**CERTIFICATION AND SIGNATURE PAGE**

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

Virginia Polytechnic Institute and State University

(Company)

John C. Rudd

Assistant VP for Sponsored

Lauren P. Magill ~~for~~ Programs Administration  
(Authorized Signature) (Representative Name, Title)

540-231-5281; 540-231-3599; May 4, 2015

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION  
**Wildlife Resources Section**  
Statistical Analysis, Summary, and Presentation of Data  
2<sup>nd</sup> West Virginia Breeding Bird Atlas.

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources (WVDNR), Wildlife Resources Section to establish a contract for work related to analysis, summary and outputs of data collected during fieldwork on a 6 year West Virginia Breeding Bird Atlas.

In 2014, staff and volunteers completed the last of six years of fieldwork on the 2<sup>nd</sup> West Virginia Breeding Bird Atlas. Data from this project will serve as a primary tool for guiding conservation and management decisions related to birds for the next 20 years. Over 100,000 individual observations were submitted, and these data will enable the creation of accurate distribution maps for each of over 170 species known to breed in the state. In addition to distribution data, staff and volunteers also conducted abundance sampling in over 700 atlas blocks. The resulting density models will serve to identify focal areas for conservation for up to 80 species. These will be particularly useful for still-ubiquitous but declining species such as wood thrush and eastern wood-pewee.

WVDNR is seeking bids for work related to analysis, summary and outputs of data collected during the 6-year atlas period. This work will serve to support and enable ongoing writing and analysis efforts by WVDNR that will ultimately lead to a draft book manuscript by the end of 2016. General deliverables will include statistical analysis, summary and presentation of abundance sampling data, summary and presentation of distribution data, and modelling probable species occurrence as well as population density.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Services”** means work related to analysis, summary and outputs of data as more fully described in these specifications.
  - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“WVDNR”** means West Virginia Division of Natural Resources.
  - 2.5 **“GIS”** means Geographic Information Systems.

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**2.6 “R Statistical Software Package”** is a programming language and software environment for statistical computing and graphics.

**3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1** Successful completion of this work will require a strong background in biostatistics and spatial modelling. Specifically:

**3.1.1.** Expertise and experience with “R” statistical software package, and additional software packages as-needed and applicable. Documentation must be provided to show experience “R” and any other packages that may be used.

**3.1.2.** Expertise and experience with Geographic Information Systems (GIS) ArcGIS software packages. Documentation must be provided.

**3.1.3.** Thorough knowledge of associated programming languages.

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1** Statistical analysis, summary and presentation of abundance sampling data, summary and presentation of distribution data, and modelling probable species occurrence as well as population density.

**4.1.1.1** Receive and prepare abundance datasets for summary and analysis.

**4.1.1.2** Refine, output and test density models using established methodology.

**4.1.1.3** Conduct landcover analysis related to atlas block, atlas region, Partners in Flight region and change over time. Create maps summarizing the above.



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- 4.1.1.4 Receive and migrate all atlas distribution data into an existing database template.
- 4.1.1.5 Use distribution data in a GIS environment to produce maps detailing occurrence and change between atlas projects for all species.
- 4.1.1.6 Model probable species occurrence using GIS and statistical software packages.
- 4.1.1.7 Summary and analysis of observer effort across all atlas blocks.
- 4.1.1.8 Using an existing template/format, create data packs for 170+ species to support ongoing species account writing. Each data pack will include above outputs and additional summary statistics.
- 4.1.1.9 Prepare additional outputs covering breeding probability and breeding phenology.
- 4.1.1.10 Organize and deliver all outputs in a print-ready format.
- 4.1.1.11 Collaborate closely with WVDNR staff on all above tasks.
- 4.1.1.12 All above work will conclude by 12/31/2015. WVNDNR staff will provide a detailed timeline with benchmarks dependent on beginning project date.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by filling in the columns indicated on pricing sheet per description. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

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6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
  
7. **PAYMENT:** Agency shall pay in four equal quarterly payments as determined by award of contract], as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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**10. VENDOR DEFAULT:**

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: SCOTT KLOPFER  
Telephone Number: 540-231-8825  
Fax Number: 540-231-7019  
Email Address: sklopf@vt.edu

**Pricing Sheet**  
**West Virginia Breeding Bird Atlas**

Description	Est. Quantity	Unit Cost	Extended Cost
Receive and prepare abundance datasets for summary and analysis.	1		
Refine, output and test density models using established methodology.	1		
Conduct landcover analysis related to atlas block, atlas region, Partners in Flight region and change over time. Create maps summarizing the above.	1		
Receive and migrate all atlas distribution data into an existing database template.	1		
Use distribution data in a GIS environment to produce maps detailing occurrence and change between atlas projects for all species.	1		
Model probable species occurrence using GIS and statistical software packages.	1		
Summary and analysis of observer effort across all atlas blocks.	1		
Using an existing template/format, create data packs for 170+ species to support ongoing species account writing. Each data pack will include above outputs and additional summary statistics.	1		
Other – List Description Below			
		<b>TOTAL COST OF PROJECT</b>	

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, woman- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_

Not Applicable

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Virginia Polytechnic Institute + State University

Authorized Signature: Lauren P. Magrud Date: 5-4-15

State of Virginia

County of Montgomery to-wit:

Taken, subscribed, and sworn to before me this 4<sup>th</sup> day of May, 2015.

My Commission expires 6-30, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Mechelle H Hypes

*Purchasing Affidavit (Revised 07/01/2012)*

