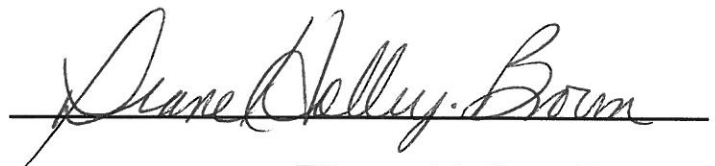


NOTICE

Please note that this bid from Wildlife Specialists LLC for CRFQ ADJ16*20 was received at the Purchasing Division office prior to the established bid opening date and time on April 21, 2016 as noted on the coversheet, but was unable to load properly through wvOASIS at the public bid opening. This bid has since been loaded and is now posted.

A handwritten signature in cursive script, reading "Diane Holley-Brown", is written over a solid horizontal line.

Diane Holley-Brown
Assistant Purchasing Director



April 22, 2016

April 21, 2016 1:30 PM Electronic Solicitation Responses (ESRs)

ISSUE

On Thursday, April 21, 2016 1:52 PM, the Purchasing Division contacted the wvOASIS Finance Team because five centralized solicitations closed at 1:30 PM, but no electronic solicitation responses (or “ESRs”) were received. At that time, a Finance Team member observed that the 1:30 PM sync cycle was complete and successful (See Exhibit 1). The team member also found one decentralized ESR that interfaced successfully during the 1:30 PM sync cycle (SR 0211 ESR0420160000005077; see Exhibit 2). Based on this information, the team member advised the Purchasing Division that everything appeared to be in order.

At 3:19, the Purchasing Division contacted wvOASIS again after noticing ESRs in the system relating to the five centralized solicitations: CRFQs ADJ160000020, CPR160000001, DOT160000083, DOT160000086, and DNR160000028.

Exhibit 1

Job ID	Item Type	Catalog Id	Catalog Name	Job Name	User ID	Start Time	End Time	Run Status	Return Code	
446257	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 16:31:49	04-21-2016 16:31:56	Complete	Successful	View Log
446206	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 15:31:29	04-21-2016 15:31:32	Complete	Successful	View Log
446129	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 14:29:59	04-21-2016 14:30:13	Complete	Successful	View Log
446108	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 13:29:59	04-21-2016 13:30:03	Complete	Successful	View Log
446063	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 12:29:49	04-21-2016 12:29:53	Complete	Successful	View Log
445986	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 11:29:59	04-21-2016 11:30:01	Complete	Successful	View Log
445963	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 10:29:59	04-21-2016 10:30:01	Complete	Successful	View Log
445914	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 09:29:49	04-21-2016 09:29:54	Complete	Successful	View Log
445824	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 08:29:49	04-21-2016 08:29:53	Complete	Successful	View Log
445719	System Batch	127	Load to Advantage	DAFN012701_Load_to_Advantage_127	batch	04-21-2016 07:30:19	04-21-2016 07:30:40	Complete	Successful	View Log

Exhibit 2

The screenshot displays a web-based procurement system interface. At the top, a header bar contains the text: "Solicitation Response(SR) Dept: 0211 ID: ESR04201600000005077 Ver.: 1 Function: New Phase: Final Modified by batch_04/21/2016". Below the header, there are tabs for "General Information", "Contact", "Default Values", "Discount", and "Document Information". The "General Information" tab is active, showing the following details:

- Procurement Folder: 209322
- Procurement Type: Agency Purchase Order
- Vendor ID: 000000199924
- Legal Name: F M PLE HARDWARE CO INC
- Alias/DBA:
- Total Bid: \$1,000.00
- Response Date: 04/20/2016
- Response Time: 15:46

On the right side of the interface, the following information is displayed:

- SO Doc Code: ARFQ
- SO Dept: 0211
- SO Doc ID: GSD1600000162
- Published Date: 4/15/16
- Close Date: 4/21/16 (highlighted with a red box)
- Close Time: 13:00 (highlighted with a red box)
- Status: Closed
- Solicitation Description: Toro Lawn Mower Parts

BACKGROUND

The wvOASIS system is a web-based, enterprise-wide financial application that runs on multiple servers. When a vendor submits a Solicitation Response document in the Vendor Self Service (VSS) portal, the document remains sealed in the VSS electronic lockbox until the solicitation closing date and time are reached. Then, the responses are copied from the lockbox to the procurement folder by a synchronizing interface. The Purchasing Division is not able to access electronic solicitation responses until they are exported from the lockbox to the procurement folder. The synchronizing interfaces, or sync cycle, run every hour at the bottom of the hour, from 7:30 AM to 5:30 PM weekdays.

ANALYSIS

Members of the wvOASIS Technical Team identified the cause of the issue relating to the April 21, 2016 1:30 PM ESR documents. The system clocks on two wvOASIS servers were out of sync by a matter of seconds. This caused the 1:30 PM sync cycle to begin at 1:29 PM. Because the ESRs relating to the five centralized solicitations were not eligible to be interfaced until after their 1:30 PM closing time, they were not copied to their respective procurement folders until the completion of the 2:30 PM sync cycle. It should be noted that the decentralized ESR shown in Exhibit 2 had a closing time of 1:00 PM, making it eligible to be interfaced at 1:29 PM.

CONCLUSION

After careful review, it is our conclusion that the ESR documents relating the five centralized solicitations were received in the wvOASIS system prior to the 1:30 PM closing time and should be considered valid bids by the Purchasing Division. The specific ESR documents are:

CRFQ 0603 ADJ1600000020

Solicitation Response SR,0603,ESR04061600000004696,1
Solicitation Response SR,0603,ESR04191600000005013,1
Solicitation Response SR,0603,ESR04191600000005025,1
Solicitation Response SR,0603,ESR04201600000005072,1
Solicitation Response SR,0603,ESR04201600000005074,1
Solicitation Response SR,0603,ESR04201600000005079,1

CRFQ 0203 CPR1600000001

No solicitation responses received

CRFQ 0803 DOT1600000083

Solicitation Response SR,0803,ESR03281600000004481,1

CRFQ DOT1600000086

Solicitation Response SR,0803,ESR04201600000005078,1

Solicitation Response SR,0803,ESR04201600000005081,1

CRFQ DNR1600000028

Solicitation Response SR,0310,ESR04211600000005085,1

Solicitation Response SR,0310,ESR04211600000005092,1



West Virginia Purchasing Division

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

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

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 203105

Procurement Type: Central Purchase Order

Vendor ID: VS0000009284

Legal Name: Wildlife Specialists LLC

Alias/DBA:

Total Bid: \$59,710.00

Response Date: 04/18/2016

Response Time: 15:39

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ1600000020

Published Date: 4/14/16

Close Date: 4/21/16

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 BAT SURVEY-
CAMP DAWSON

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 203105
Solicitation Description : ADDENDUM 1 BAT SURVEY-CAMP DAWSON
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-04-21 13:30:00	SR 0603 ESR04061600000004696	1

VENDOR
VS0000009284 Wildlife Specialists LLC

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Bat Survey-Endangered Species Mgmt Plan-Camp Dawson				\$59,710.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description : Critical Fauna Survey and Endangered Species Management Plan for the Indiana Bat and the Northern Long-Eared Bat

SCOPE OF WORK

Wildlife Specialists proposes to provide all technical expertise, labor, equipment and supervision required to complete the Indiana and northern long-eared bat surveys requested at the West Virginia Army National Guard (WVARNG) Camp Dawson Army Training Site (Project) using the acoustic method. Per the United States Fish and Wildlife Service (USFWS) 2016 Range-Wide Indiana Bat Summer Survey Guidelines (Guidelines), 4 detector nights are required per 123 acres of habitat for nonlinear projects. Wildlife Specialists estimated there are approximately 3,306 acres of suitable forested habitat within the 4 tracts at Camp Dawson, which would require 108 detector nights (or 54 sites for 2 nights) to complete. Wildlife Specialists will provide USFWS approved Qualified Bat Surveyors (QBS) and technicians to complete the surveys during the 2016 survey season.

Acoustic surveys will be conducted under the supervision of the QBS, who will oversee acoustic detector placement and conduct quantitative and qualitative analysis of acoustic data. Each detector will be set up to sample for 2 nights beginning at sunset each evening and ending at sunrise each morning. Each detector night will be considered complete if the necessary weather conditions in the Guidelines are met. Per the Guidelines, one or more USFWS approved acoustic bat identification programs must be used to conduct automated analysis for each site containing myotis or high frequency calls. If presence is considered likely by any of the acoustic ID programs, Wildlife Specialists will conduct a qualitative analysis of calls to confirm the identity of target species.

Upon completion of surveys, a draft report will be submitted to the Client no later than September 15 and a final report no later than October 15, 2016. The final report will include a summary of methods and findings, topographic maps of acoustic detector locations, data sheets and photographs of detector sites. In addition, an Endangered Species Management Plan (ESMP) will be developed based on the survey results and federal and state agency recommendations, and will be consistent with the USFWS Indiana Bat Draft Recovery Plan and WVARNG management philosophies. The final ESMP will be submitted no later than November 15, 2016.

If qualitative analysis confirms probable Indiana or northern long-eared bat presence, the Client is required to either assume presence and coordinate with the USFWS, **OR** assume presence and conduct mist-netting in an effort to capture the target species. Any additional surveys required as a result of a positive Indiana or northern long-eared bat detection can be conducted by Wildlife Specialists but are not included with this quote.

QUALIFICATIONS & EXPERIENCE

Wildlife Specialists staff are well-established professionals who have a wide range of experience and expertise in wildlife management, research, and monitoring throughout the eastern United States and have extensive experience communicating and negotiating with regulatory natural resource agencies. Wildlife Specialists employs 3 QBS's who are federally permitted by the USFWS to conduct Indiana and northern long-eared bat surveys throughout the entire range of the species and hold West Virginia

Scientific Collecting Permits (included with this document). Their combined experience includes Indiana and northern long-eared bat habitat assessment, mist net presence/absence surveys, acoustic surveys and analysis, hibernacula surveys, radiotelemetry, and emergence counts. Any additional state and federal permits will be obtained once a contractual agreement has been established between the Client and Wildlife Specialists, and prior to commencing field work. All crew members, including Qualified Biologists and trained technicians, will have all personal protective equipment and field gear and attend any required training prior to the start of fieldwork.



DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

FEDERAL FISH AND WILDLIFE PERMIT

2. AUTHORITY-STATUTES
16 USC 1539(a)

REGULATIONS
50 CFR 17.22

50 CFR 13

3. NUMBER
TE27915B-0

4. RENEWABLE
 YES
 NO

5. MAY COPY
 YES
 NO

6. EFFECTIVE
04/28/2014

7. EXPIRES
12/31/2016

1. PERMITTEE

WILDLIFE SPECIALISTS, LLC
dba WILDLIFE SPECIALISTS, LLC
2785 HILLS CREEK ROAD
WELLSBORO, PA 16901
U.S.A.

8. NAME AND TITLE OF PRINCIPAL OFFICER (If #1 is a business)

MERLIN J BENNER
CO-OWNER

9. TYPE OF PERMIT

NATIVE ENDANGERED SP. RECOVERY - E WILDLIFE

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

ON LANDS SPECIFIED WITHIN THE ATTACHED SPECIAL TERMS AND CONDITIONS

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

C.1. VALID FOR USE BY PERMITTEE NAMED ABOVE AND FOR USE BY JAMES A. HART AND DREW A. WANKE. **At least one named permittee must remain present at each mist-net site while it is being operated.**

D. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE AND ITS AUTHORIZED AGENTS UNDERSTAND AND AGREE TO ABIDE BY THE TERMS OF THIS PERMIT AND ALL SECTIONS OF TITLE 50 CODE OF FEDERAL REGULATIONS, PARTS 13 AND 17, PERTINENT TO ISSUED PERMITS. SECTION 11 OF THE ENDANGERED SPECIES ACT OF 1973, AS AMENDED, PROVIDES FOR CIVIL AND CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH PERMIT CONDITIONS.

E. Permittee is authorized to take (capture, handle, radio-tag, and release) the Indiana bat (*Myotis sodalis*) for scientific research aimed at recovery of the species: presence/absence surveys, studies to document habitat use, population monitoring, and to evaluate potential impacts. This permit does not authorize the collection of voucher specimens.

F. Activities are authorized at the following locations:

F.2. Locations within Region 3 of the USFWS: Illinois, Indiana, Iowa, Michigan, Missouri, and Ohio upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.

F.3. Locations within Region 4 of the USFWS: Alabama, Arkansas, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS

ANNUAL REPORT DUE: 12/31

ISSUED BY

TITLE

CHIEF - ENDANGERED SPECIES

DATE

04/28/2014

- F.4. Locations within Region 5 of the USFWS: Maryland, Massachusetts, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont, Virginia and West Virginia, upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.
- F.5. Locations within Kansas (Region 6) upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.
- G. Permittee shall notify the USFWS Field Supervisor for the state in which activities are proposed to occur at least 15 days prior to conducting any activities. Contact information is Condition M., below. Your request for this site-specific approval must be in writing and must indicate:
- G.1. Location of proposed activities, including project site, county, and state.
- G.2. A description of the activities (i.e., surveys, radio-telemetry studies, etc.).
- G.3. Dates when the project is proposed to take place.
- G.4. Evidence that Permittee has received any required contracts to complete the activities.
- G.5. You may proceed with activities only upon receipt of written concurrence from the applicable USFWS Field Supervisor. *Your concurrence letter must be carried with this permit to authorize site-specific activities.*
- H. Permittee shall adhere to the following conditions involving capture and handling of bats:
- H.1. Bats may be captured with mist nets following the most recent protocol included in the Range-wide Indiana Bat Summer Survey Guidelines (USFWS). Guidelines are available at: <http://www.fws.gov/midwest/endangered/mammals/inba/inbasummersurveyguidance.html>. The monitoring interval for mist nets is +/- 10 minutes and may not exceed 15 minutes. Captured bats may be held for a maximum of 30 minutes, unless injured. In extenuating circumstances, bats shall be held for no longer than 45 minutes.
- H.2. Permittees may carry out non-intrusive measurements on captured bats. Lipped metal bands having a unique identifier may be applied to the forearm of captured bats prior to release. No more than one band per bat may be used.
- H.3. Radio transmitters may be applied during summer roosting period via nontoxic skin bond adhesive. The total weight of the transmitter may not exceed 5% of the bat's body weight and the total weight of the package (transmitter and adhesive) may not exceed 6% of the bat's body weight. The lightest package (both transmitter and adhesive) capable of accomplishing the required task should be used, especially with pregnant females and newly volant juveniles. Bats carrying transmitters must be monitored daily for at least three days, or until the transmitter falls off, whichever occurs first.
- H.4. No trapping activities shall occur within 20 meters of a known Indiana bat maternity roost site, either natural or artificial roosts, unless Permittee receives prior written approval from the U.S. Fish and Wildlife Service Field Supervisor for the state in which the activities are proposed to occur.
- H.5. Equipment used to capture and handle bats shall be cleaned and decontaminated, including personal gear such as boots and gloves, using products cited in decontamination guidelines and in compliance with label directions. The most recent decontamination guidance is found on the web at: <http://whitenosesyndrome.org/>
- I. Upon determination that endangered bats are present at previously undocumented sites, Permittee shall notify the following offices within 48 hours: the U.S. Fish and Wildlife Service Region 3 Office (Condition L.), and the U.S. Fish and Wildlife Service Field Office within the geographic location of study areas (Condition M.).
- J. Accidental mortality may not exceed two specimens. In the event that this number is met, all activities must cease. Any bat mortality or serious injury must be reported within 5 calendar days to the applicable office listed in condition M. and to the nearest U.S. Fish and Wildlife Service Law Enforcement Office (<http://www.fws.gov/offices>). Dead or moribund bats may be retained for further study only with the written permission of the U.S. Fish and Wildlife Service. Any bats that are not authorized for retention are to be chilled and promptly transferred to the U.S. Fish and Wildlife Service for potential necropsy and/or contaminants analysis (Condition L.5.).

- K. Reports are due on January 31 following each year this permit is in effect. At a minimum, your report shall include:
- K.1. The date, time, geographic locations (including datum and projection information), age, sex, and weight of all bats encountered.
 - K.2. Locations surveyed where no bats were encountered.
 - K.3. Band numbers of all bats banded.
 - K.4. Information on any injuries and/or mortalities and disposition of specimens.
 - K.5. Location and characteristics of roost trees and bat colonies.
 - K.6. Copies of any separate reports and/or publications resulting from work conducted under the authority of this permit.
 - K.7. A completed INDIANA BAT SURVEY AND BANDING DATA form or the data collection form found in the Summer Survey Guidelines cited in Condition H.1.
 - K.8. Copies of all site specific authorization letters required under Condition G.
- L. Copies of your reports shall be sent to the offices listed below. When possible, electronic copies shall be submitted in lieu of hard copies in MS Word, Portable Document Format, Rich Text Format, or other file format that is compatible with the receiving office.
- L.1. Karl Tinsley
Regional Recovery Permits Coordinator
U.S. Fish and Wildlife Service - Midwest Region (Region 3)
Ecological Services - Endangered Species
5600 American Blvd. W., Suite 990
Bloomington, Minnesota 55437-1458
(612/713-5343; fax 612/713-5292)
permitsR3ES@fws.gov
 - L.2. Angela Romito
Regional Recovery Permits Coordinator
U.S. Fish and Wildlife Service - Southeast Region (Region 4)
1875 Century Boulevard, Suite 200
Atlanta, Georgia 30345-3301
(404/679-7101; fax 404/679-7081)
permitsR4ES@fws.gov
 - L.3. Deb Carter
Regional Recovery Permits Coordinator
U.S. Fish and Wildlife Service - Northeast Region (Region 5)
Endangered Species Division
300 Westgate Center Drive
Hadley, Massachusetts 01035-9589
(703/358-2402; fax 413/253-8482)
permitsR5ES@fws.gov
 - L.4. Kathy Konishi
ESA Assistant Recovery Coordinator & Permit Coordinator
U.S. Fish and Wildlife Service - Mountain-Prairie Region (Region 6)
Endangered Species Permits Office
Denver Federal Center, P.O. Box 25486
Denver, Colorado 80225-0489
(303/236-4212; fax 303/236-0027)
permitsR6ES@fws.gov

L.5. Lori Pruitt
Endangered Species Coordinator for Indiana
U.S. Fish and Wildlife Service
Ecological Services Field Office
620 S. Walker Street
Bloomington, Indiana 47403-2121
(812/334-4261 x1213; fax 812/334-4273)

M. Additionally, based on geographic area, reports and publications shall be submitted to the following:

M.1. For studies conducted in Illinois:

M.1.a. Kristen Lundh
Endangered Species Coordinator for Illinois/Iowa
U.S. Fish and Wildlife Service
Ecological Services Field Office
1511 47th Ave.
Moline, Illinois 61265
(309/757-5800, x215; fax 309/757-5807)

M.1.b. Joe Kath
Endangered Species Coordinator
Illinois Department of Natural Resources
Division of Natural Heritage
One Natural Resource Way
Springfield, Illinois 62702-1271
(217/785-8764; fax 217/785-2438)

M.2. For studies conducted in Indiana:

Scott Johnson
Indiana Department of Natural Resources
5596 East State Road 46
Bloomington, IN 47401
(812/334-1137, ext. 3400)

M.3. For studies conducted in Iowa:

M.3.a. Kristen Lundh
Endangered Species Coordinator for Illinois/Iowa
U.S. Fish and Wildlife Service
Ecological Services Field Office
1511 47th Ave.
Moline, Illinois 61265
(309/757-5800, x215; fax 309/757-5807)

M.3.b. Daryl Howell
Endangered Species Coordinator
Iowa Department of Natural Resources
Parks, Recreation, and Preserves
Wallace State Office Building
East 9th and Grand Avenue
Des Moines, Iowa 50319-0034
(515/281-8524)

M.4. For studies conducted in Michigan:

M.4.a. Barbara Hosler
Endangered Species Coordinator for Michigan
U.S. Fish and Wildlife Service
2651 Coolidge Road
East Lansing, Michigan 48823
(517/351-6326; fax 517/351-1443)

M.4.b. Dan Kennedy
Endangered Species Coordinator
Michigan Department of Natural Resources
Wildlife Division
P.O. Box 30444
Lansing, Michigan 48909-7444
(517) 284-6194; fax 517/373-6705)

M.5. For studies conducted in Missouri:

M.5.a. Amy Salveter
Field Supervisor
U.S. Fish and Wildlife Service
Missouri Ecological Services Field Office
101 Park DeVille Drive, Suite A
Columbia, Missouri 65203-2132
(573/234-2132; fax 573/234-2181)

M.5.b. Tara Jennings
Scientific Collecting Permit Coordinator
Missouri Department of Conservation
Endangered Species and Natural History Division
2901 W. Truman Blvd., P.O. Box 180
Jefferson City, Missouri 65102-0180
(573/522-4115 ext. 3322; fax 573/751-4864)

M.6. For studies conducted in Ohio:

M.6.a. Angela Boyer
Endangered Species Coordinator for Ohio
U.S. Fish and Wildlife Service
Ohio Ecological Services Field Office
4625 Morse Road, Suite 104
Columbus, Ohio 43230
(614/416-8993, x22; fax 614/416-8994)

M.6.b. Endangered Species Coordinator
Ohio Department of Natural Resources
Division of Wildlife
2045 Morse Road, Building G
Columbus, Ohio 43229-6693
(614-265-6329; fax 614/262-1143)

M.7. For studies conducted in Alabama:

Daphne Field Office
Bill Pearson, Field Supervisor
1208-B Main Street
Daphne, Alabama 36526-4419
(251) 441-5181

M.8. For studies conducted in Arkansas:

Arkansas Field Office
Jim Boggs, Field Supervisor
110 South Amity Road
Suite 300
Conway, Arkansas 72032-8975
(501) 513-4470

M.9. For studies conducted in Massachusetts, New Hampshire, Rhode Island and Vermont:

New England Field Office
Tom Chapman, Field Supervisor
70 Commercial Street, Suite 300
Concord, NH 03301
(603) 223-2541

M.10. For studies conducted in Maryland:

Chesapeake Bay Field Office
Genevieve LaRouche, Field Supervisor
177 Admiral Cochrane Drive
Annapolis, MD 21401
(410) 573-4573

M.11. For studies conducted in Georgia:

Georgia Field Office
Field Supervisor
105 Westpark Drive, Suite D
Athens, GA 30606-3175
(706) 613-9493; fax 706/613-6059

M.12. For studies conducted in Kansas:

Kansas Field Office
Heather Whitlaw, Field Supervisor
2609 Anderson Avenue
Manhattan, Kansas 68502
785/539-3474; fax 785/539-8567

M.13. For studies conducted in Kentucky:

Frankfort Field Office
Lee Andrews, Field Supervisor
J C Watts Federal Bldg., Rm 265
330 West Broadway
Frankfort, KY 40601-8670
(502) 695-0468

M.14. For studies conducted in Mississippi:

Mississippi Field Office
Steve Ricks, Field Supervisor
6578 Dogwood View Pkwy, Ste A
Jackson, MS 39213-7856
(601) 321-1122

M.15. For studies conducted in New York:

New York Field Office
David Stilwell, Field Supervisor
3817 Luker Road
Cortland, NY 13045
(607) 753-9334

M.16. For studies conducted in North Carolina:

Asheville Field Office
Field Supervisor
160 Zillicoa Street
Asheville, NC 28801-1082

(828) 258-3939

M.17. For studies conducted in Pennsylvania:

Pennsylvania Field Office
Lora Zimmerman, Field Supervisor
315 So. Allen Street, Suite 322
State College, PA 16801-4850
(814) 234-4090

M.18. For studies conducted in South Carolina:

Charleston Field Office
Jay Herrington, Field Supervisor
176 Croghan Spur Road, Suite 200
Charleston, SC 29407-7558
(843) 727-4707 x212

M.19. For studies conducted in Tennessee:

Cookeville Field Office
Mary Jennings, Field Supervisor
U.S. Fish and Wildlife Service
446 Neal Street
Cookeville, TN 38501-4027
(931) 528-6481

M.20. For studies conducted in Virginia:

Virginia Field Office
Cindy Schulz, Field Supervisor
6669 Short Lane
Gloucester, VA 23061
(804) 693-6694

M.21. For studies conducted in West Virginia:

West Virginia Field Office
Field Supervisor
Route 250 South, Elkins Shopping Plaza
694 Beverly Pike
Elkins, WV 26241
(304) 636-6586

cc: FWS/Region 4, 5, and 6

FWS, TE Coordinators for Illinois, Indiana, Iowa, Michigan, Missouri, and Ohio
DNR/DOC, TE Coordinators for Illinois, Indiana, Iowa, Michigan, Missouri, and Ohio

END



DIVISION OF NATURAL RESOURCES
Wildlife Resources Section
Operations Center
P.O. Box 67
Elkins, West Virginia 26241-3235
Telephone (304) 637-0245
Fax (304) 637-0250

Earl Ray Tomblin
Governor

Robert A. Fala
Director

NUMBER 2016.121

SCIENTIFIC COLLECTING PERMIT

Under Authority Conferred by Chapter 20, Article 2, Section 50, Code of West Virginia, As Amended

Drew Wanke
Wildlife Specialists, LLC
2785 Hills Creek Road
Wellsboro, PA 16901

is hereby permitted to collect specimens according to the attached application and the Special Provisions on the reverse side of this permit.

This permit is not transferable and expires on August 15, 2016.

A complete list of all specimens collected will be kept and reported to the Director of the Division of Natural Resources of West Virginia no later than 45 days after the expiration date of this permit.

PERMIT PROVISIONS

I understand that (1) The privileges granted under this permit are not transferable, and to allow anyone other than myself to use my permit is unlawful and will be considered cause for revocation of said permit; (2) A Federal Scientific Collection Permit issued by the U.S. Department of Interior must be obtained before any migratory birds, or their nests or eggs, are collected or held in captivity; (3) The Federal Permit does not extend the privileges of the permittee beyond those granted by the Division of Natural Resources; (4) Permission must be obtained from either the owner or the custodian of any fenced or posted land before entering same for the purpose of collecting scientific specimens; (5) It is unlawful to carry a revolver or pistol contrary to Article VII, Chapter 61, Code of West Virginia; (6) It is unlawful to collect specimens with a gun on a Sunday; (7) It is unlawful to sell, offer for sale, barter, or offer to barter any wild animals, wild birds, fish or frogs collected; (8) When traps or nets or other devices are used UNATTENDED while exercising the privileges of this permit, said traps, nets, or devices must have attached thereto a tag bearing the name, address and number of the Scientific Collecting Permit; (9) It is unlawful to take or attempt to take any wild animals, wild birds, fish or frogs under said permit except for scientific and propagation purposes; (10) A hunting or fishing license must be obtained before specimens may be taken for sport; (11) Only those species or classes of wild birds, wild animals, fish or frogs listed below, and in the numbers stated, may be lawfully taken under said permit; and (12) I am required by law to carry my Scientific Collecting Permit, on my person while exercising the privileges granted thereunder, and to exhibit the permit to anyone requesting to see the same.

Must be signed before valid.

Signature of permittee

Chief, Wildlife Resources, WVDNR

Date of issue 3-8-16

IMPORTANT

THE ATTACHED APPLICATION FORM INDICATING SPECIES TO BE COLLECTED, LOCATIONS OF COLLECTIONS, MANNER OF COLLECTION, AND PURPOSE OF COLLECTION IS TO BE CONSIDERED A PART OF THIS PERMIT AND SHOULD REMAIN ATTACHED.

YOU ARE SUBJECT TO THE FOLLOWING COLLECTING AND REPORTING PROVISIONS. FAILURE TO MEET THESE CRITERIA IS GROUNDS FOR REVOCATION OF THE PERMIT AND/OR DENIAL OF FUTURE PERMIT APPLICATIONS AND/OR PENALTIES OR OTHER STRICTURES.

SPECIAL PROVISIONS:

For the purposes of this study, the permittee is designated as an agent of the State of West Virginia, and therefore covered under the WV Division of Natural Resources' Endangered Species permit as set forth in a cooperative agreement between the WVDNR and the U.S. Fish & Wildlife Service. Violation of the federal Endangered Species Act or Chapter 20 of the WV State Code may lead to arrest and prosecution.

This is a general permit allowing for bat surveys. **It is not valid until project-specific information is provided and permit addenda have been issued.**

1. Under no circumstances will a federally listed bat (*Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, or *Corynorhinus townsendii virginianus*) be killed for scientific purposes or any other reason. No body tissue or blood can be taken from a federally listed bat.
2. No other bats will be killed for scientific purposes or any other reason; nor will body tissues or blood be collected without justification and written approval.
3. All *Corynorhinus townsendii virginianus*, *Corynorhinus rafinesquii*, *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, and *Myotis leibii* will be released immediately (within a few minutes) after capture and at the site of capture.
4. Mortality of bats of the six species noted in #3 above while exercising the provisions of this permit will be reported within 48 hours to the WVDNR. The permittee will take appropriate precautions to preserve the dead animal, and the entire animal will be surrendered to the WVDNR.
5. Bats will not be collected by shooting.
6. No more than two specimens of any species of bat not listed above will be taken from a collection locality.
7. Bats may be banded and released. The band numbers must be both embossed and printed on the bands. All banding numbers and other banding data must be supplied to the WVDNR as part of the permit reporting process. *Myotis leibii* may not be banded. Bands are available from the WVDNR, and only *Myotis sodalis* and *Myotis lucifugus* may be banded with WVDNR bands.
8. Radio transmitters may be placed on bats. Transmitters may not be placed on pregnant or juvenile bats.
9. Mist-net poles shall be labeled with the company's or researcher's name.
10. Notify the U.S. Forest Service one week prior to surveys if mist-netting on their properties. A permit must be obtained from the U.S. Forest Service.
11. To minimize the disturbance to hibernating bats, bats will not be collected from hibernacula containing any endangered bat species or other hibernacula known to be important for any species of bat.

12. Follow the decontamination protocol for White-nose Syndrome as instructed in this document: https://www.whitenosesyndrome.org/sites/default/files/resource/national_wns_revise_final_6.25.12.pdf.
13. In addition to the standard permit reporting requirements, the permittee will routinely notify the WVDNR (Craig Stihler or Barbara Sargent, P.O. Box 67, Elkins, WV 26241, (304) 637-0245) **within 48 hours of capture** or handling any *Corynorhinus* spp., *Myotis sodalis*, *Myotis grisescens*, or *Myotis septentrionalis*. Photographs showing diagnostic characteristics shall be taken of *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, *Corynorhinus* spp. and *Nycticeius humeralis* and provided to the WVDNR. A reporting spreadsheet will be provided via email.
14. REPORTING REQUIREMENTS: Please provide copies of field sheets (WVDNR field sheets are enclosed). In addition, report information electronically via the WVBatMistNet_Reporting spreadsheet which will be provided via email.
15. It is recommended that survey proposals be approved by the US Fish and Wildlife Service prior to conducting surveys to assure that surveying guidelines are met.

Requests for exemption from any of the above conditions will be reviewed on a case by case basis by the WVDNR. Salvage of dead specimens is permitted and is not covered by the above restrictions, but must be reported to the WVDNR. If dead federally listed species are collected they must be reported to the WVDNR within 48 hours (304/637-0245), and then turned over to the WVDNR.

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Please provide disposition of any voucher specimens, including the collection number if available.

The WVDNR requests a copy of any papers, reports or theses published as a result of this research.



DIVISION OF NATURAL RESOURCES
Wildlife Resources Section
Operations Center
P.O. Box 67
Elkins, West Virginia 26241-3235
Telephone (304) 637-0245
Fax (304) 637-0250

Earl Ray Tomblin
Governor

Robert A. Fala
Director

NUMBER 2016.119

SCIENTIFIC COLLECTING PERMIT

Under Authority Conferred by Chapter 20, Article 2, Section 50, Code of West Virginia, As Amended

John Mayersky
Wildlife Specialists, LLC
2785 Hills Creek Road
Wellsboro, PA 16901

is hereby permitted to collect specimens according to the attached application and the Special Provisions on the reverse side of this permit.

This permit is not transferable and expires on August 15, 2016.

A complete list of all specimens collected will be kept and reported to the Director of the Division of Natural Resources of West Virginia no later than 45 days after the expiration date of this permit.

PERMIT PROVISIONS

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Signature of permittee



Chief, Wildlife Resources, WVDNR

Date of issue 3-9-16

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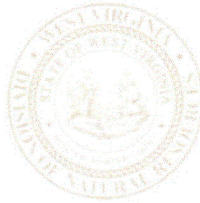
12. Follow the decontamination protocol for White-nose Syndrome as instructed in this document: https://www.whitenosesyndrome.org/sites/default/files/resource/national_wns_revise_final_6.25.12.pdf.
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Earl Ray Tomblin
 Governor

Robert A. Fala
 Director

NUMBER 2016.120

SCIENTIFIC COLLECTING PERMIT

Under Authority Conferred by Chapter 20, Article 2, Section 50, Code of West Virginia, As Amended

James A. Hart
Wildlife Specialists, LLC
2785 Hills Creek Road
Wellsboro, PA 16901

is hereby permitted to collect specimens according to the attached application and the Special Provisions on the reverse side of this permit.

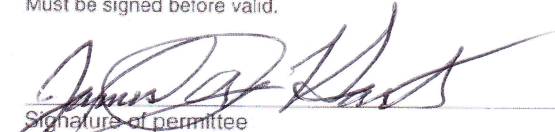
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CERTIFICATE OF LIABILITY INSURANCE

WILD-1

OP ID: KL

DATE (MM/DD/YYYY)

04/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIFS, LLC 199 Telford Pike Telford, PA 18969 James C. McMichael, CIC, CWCA	CONTACT NAME: Kyle M Zehr, CIC, CWCA
	PHONE (A/C, No, Ext): 267-384-5300
	FAX (A/C, No): 267-384-5315
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : American Casualty Company
	INSURER B : Valley Forge Insurance Co
	INSURER C : Continental Casualty Company
	INSURER D : Houston Casualty Company
	INSURER E :
	INSURER F :

INSURED **Wildlife Specialists LLC**
942 Camp Trail Road
Quakertown, PA 18951

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6016684362	09/14/2015	09/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ CSL \$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6011199775	09/14/2015	09/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6011199386	09/14/2015	09/14/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	HOUSTON CASUALTY PROF LIABILITY			H716-107239	01/26/2016	01/26/2017	PER CLAIM 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

STATEOW State of West Virginia P O Box 50130 2019 Washington Street East Charleston, WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kristel D. Leavy</i>
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 203105

Doc Description: BAT SURVEY-CAMP DAWSON

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-28	2016-04-19 13:30:00	CRFQ 0603 ADJ1600000020	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:

Wildlife Specialists, LLC
 2785 Hills Creek Rd
 Wellsboro, PA 16901
 570-376-2255

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN # 260211055

DATE

4/14/2016

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD'S CAMP DAWSON ARMY TRAINING SITE'S ENVIRONMENTAL OFFICE, IS SOLICITING BIDS TO ESTABLISH A CONTRACT TO PROVIDE ALL PROFESSIONAL AND TECHNICAL PERSONNEL, LABOR, FACILITIES, EQUIPMENT, MATERIALS, TRANSPORTATION, AND SUPPLIES NEEDED FOR A CRITICAL FAUNA SURVEY AND DEVELOPMENT OF AN ENDANGERED SPECIES MANAGEMENT PLAN FOR THE INDIANA BAT AND THE NORTHERN LONG-EARED BAT PER THE ATTACHED.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bat Survey-Endangered Species Mgmt Plan-Camp Dawson				\$59,710.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description :

Critical Fauna Survey and Endangered Species Management Plan for the Indiana Bat and the Northern Long-Eared Bat

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2016-04-11

ADJ160000020	Document Phase Final	Document Description BAT SURVEY-CAMP DAWSON	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 11, 2016 at 4:00 PM EST

Submit Questions to: Crystal Rink, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including 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: Crystal Rink
SOLICITATION NO.: CRFQ ADJ1600000020
BID OPENING DATE: April 19, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: April 19, 2016 at 1:30 PM EST

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

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

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

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.

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

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

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

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: 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 _____ 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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 \$1,000,000.00
_____ or more.

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

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

n/a

for n/a.

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

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

13. 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 §§ 148-1-6.1.e.

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 laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

Wildlife Specialists, LLC
(Company)

J. Merlin Benner, J. Merlin Benner, President
(Authorized Signature) (Representative Name, Title)

570-376-2255 570-376-2616 4/11/2016
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ160000020

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 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.

Wildlife Specialists, LLC

Company

Jon Martin Bennett

Authorized Signature

4/14/2016

Date

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

Revised 6/8/2012

REQUEST FOR QUOTATION
CRFQ ADJ160000020
Critical Fauna Survey & Endangered Species Plan for Indiana Bats and Northern Long-Eared Bats on Camp Dawson Army Training Site
Kingwood, WV (Preston Co.)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard's Camp Dawson Army Training Site's Environmental Office to establish a contract providing all professional and technical personnel, labor, facilities, equipment, materials, transportation and supplies needed for a critical fauna survey and development of an endangered species management plan for the Indiana Bat and the Northern Long-Eared Bat.

The collection of natural resource baseline information at the Camp Dawson Collective Training Area (CDCTA) is required under the Sikes Act (16 USC 670a et seq.), Army Regulation (AR) 200-3, and Department of Defense Instruction 4715.3. General faunal surveys have been completed as required through previous contracts. However, the United States Fish and Wildlife Service (USFWS) requires specialized surveys for the Indiana bat (*Myotis sodalis*) and the Northern Long-Eared bat (*Myotis septentrionalis*). The specialized surveys must target this species and require accredited personnel to make the species identification determinations. A (USFWS) qualified survey team is needed to conduct surveys that will determine if this species occurs on the CDCTA and to meet USFWS requirements.

In accordance with Army Regulation (AR) 200-3, Chapter 11, any installation having a federally listed or proposed species or critical habitat onsite is required to prepare an Endangered Species Management Plan (ESMP) that includes procedures for managing and protecting the species.

The 3,797-acre Camp Dawson Collective Training Area is located just outside the City of Kingwood in central Preston County, West Virginia (Figure 1) and consists of four distinct tracts: Pringle Tract (1632 acres), Briery Tract (1251 acres), Camp Dawson Cantonment Area (410 acres), and Volkstone Tract (504 acres). All associated forests have been fragmented creating numerous habitat types, including upland and bottomland forests, disturbed riparian zones, open meadows (from reclaimed strip mines), successional shrubland, ephemeral and emergent wetlands, and developed areas. Forests range from regenerating to mature stands.

This project has two primary objectives, one is to determine if Indiana bats and/or Northern Long-Eared bats occur on site and to better characterize the species of bats present. The second objective is to develop an (ESMP) Endangered Species Management Plan that incorporates the WVARNG management philosophies, practices and mission requirements for the installation. The ESMP will be consistent with the (USFWS) Indiana Bat Draft Recovery Plan: First Revision (April 2007). The USFWS is a cooperator in the

REQUEST FOR QUOTATION

CRFQ ADJ160000020

Critical Fauna Survey & Endangered Species Plan for Indiana Bats and Northern Long-Eared Bats on Camp Dawson Army Training Site Kingwood, WV (Preston Co.)

implementation of the Camp Dawson Integrated Natural Resources Management Plan (INRMP) in accordance with the Sikes Act. The USFWS, operating under Section 7 of the Endangered Species Act, concurred with the 2012 INRMP revision (USFWS Letter 12 June, 2013) because specialized surveys were up to date. Based on the data collected in the most recent survey (2013), the USFWS concurred that there is high likelihood of presence of Indiana bats at Camp Dawson (USFWS Letter 19 Dec, 2013). The presence of Northern Long-Eared bats was also confirmed. However, the USFWS considers presence/absence surveys current for only three years, these surveys must be conducted in the Spring/Summer of 2016.

Surveys will be conducted during the summer survey season on all suitable habitat located on the Camp Dawson Army Training Site. Surveys for this species should adhere to the guidelines outlined in the most current USFWS protocol. The contractor may choose to use either the mist-netting or acoustic survey method of presence/absence surveys. It will be the responsibility of the contractor to submit a draft study plan for all survey phases to the USFWS Field Office(s) for review and approval.

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 preparing methodologies and work plan for the survey, coordinating field survey with Agency personnel, conducting the survey as approved, and preparing draft and final reports for submission to Agency, in addition develop an ESMP Endangered Species Management Plan.
 - 2.2 **“Qualified Biologist”** is an individual who holds a USFWS Recovery Permit (Federal Fish and Wildlife Permit) for Indiana and Northern Long-Eared bats in the state/region in which they are surveying and/or has been authorized by the appropriate state agency to mist-net for Indiana bats. Several USFWS offices maintain lists of qualified bat surveyors, and if working in one of those states with authorizations in lieu of a Recovery Permits, the individual will either need to be on that list or submit qualifications to receive USFWS approval prior to conducting any field work.
 - 2.3 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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Critical Fauna Survey & Endangered Species Plan for Indiana Bats and Northern Long-Eared Bats on Camp Dawson Army Training Site
Kingwood, WV (Preston Co.)

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

3.1. Vendor must employ a qualified biologist who will select/approve survey locations, in areas that are most suitable for capturing Indiana and Northern Long-Eared bats. The qualified biologist must be physically present at each location throughout the survey period and confirm all bat species identifications.

3.2. Vendor must provide, prior to award, a Certificate of Commercial General Liability Insurance in the amount \$1,000,000.00.

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 Contract Services Deliverable #1- Task Definition-Surveys

4.1.1.1 After the completion of the contract award, the successful vendor must prepare a summer survey work plan proposal for the project, defining methodologies to be employed for the surveys; how data will be collected, stored, and analyzed; how results will be reported and reports formatted; a complete breakdown of costs; and a proposed schedule for all work submission of deliverables. The curriculum vitae of the primary researchers and technicians for the various surveys shall also be submitted with this project proposal.

4.1.1.2 Vendor will meet with Camp Dawson (CD) Environmental personnel to coordinate the field surveys, use of CD materials, and develop an outline for the work plan. The pre-work conference will be scheduled at Camp Dawson within fifteen (15) days, after the official award of the contract, but prior to the actual start of the work. The agency, Camp Dawson Environmental, will coordinate this meeting date with the vendor.

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Critical Fauna Survey & Endangered Species Plan for Indiana Bats and Northern Long-Eared Bats on Camp Dawson Army Training Site
Kingwood, WV (Preston Co.)

- 4.1.1.3** Vendor will complete the work plan as prepared for the survey period. All work plans will be coordinated in association with the USFWS prior to the start of the project.
- 4.1.1.4** Vendor will initiate coordination of the ESMP development with state, federal, and local natural resources management agencies and other interested parties by preparing a letter to be sent out on WVARNG letterhead. The letter will inform the agencies of the development of the ESMP for the Indiana and Northern Long-Eared bat and request their input as a natural resources management agency.
- 4.1.1.5** Vendor must prepare and submit a Draft Endangered Species Management Plan, the ESMP will be developed in accordance with Army Policy, the ESA of 1973, and the National Environmental Policy Act (NEPA) of 1969, as amended (42 USC 4321). At a minimum the draft plan for the Indiana and Northern Long-Eared bat will cover the following items, compliance, goals and objectives, species life history, species habitat requirements, management strategies and actions, consultation and coordination, inventory and monitoring, summary of available data sources, identification of data gaps, and acronyms. This plan will have line numbers on each page to aid in the review and comment process.
- 4.1.1.6** Vendor must prepare and submit a Final ESMP, WVARNG personnel will review the Draft ESMP and will provide vendor with written comments on the Draft ESMP. Vendor will revise the Draft ESMP based on the comments received from installation personnel and prepare the Final ESMP. The Final version will be bound in a three ring binder. All photographs, field notes, reports, maps, and other data generated by the vendor while completing the project are the property of the West Virginia National Guard and will be provided to the agency at the end of the project. Vendor may retain copies for their files but may not release this information without the written consent of the agency.

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Critical Fauna Survey & Endangered Species Plan for Indiana Bats and Northern Long-Eared Bats on Camp Dawson Army Training Site
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4.1.2 Contract Services Deliverable #2- Reports

4.1.2.1 Vendor must submit their start-up letter and attached approved plan of work within thirty (30) days of official contract award.

4.1.2.2 Vendor must complete Surveys no later than August 15, 2016, and submit three (3) copies of the Draft Report and maps; two (2) in hard copy and one (1) electronically no later than September 15, 2016.

4.1.2.3 Vendor must submit three (3) copies of the Final Report and maps two (2) in hard copy and one (1) electronically, incorporating review comments, no later than October 15, 2016. All GIS SDSFIE 2.6 compliant data layers must be included in the electronic submission.

4.1.2.4 Vendor must provide (2) copies of the Draft ESMP Endangered Species Management Plan in hard copy and one (1) electronically by October 15, 2016.

4.1.2.5 Vendor must provide (3) copies of the Final ESMP Endangered Species Management Plan in hard copy and one (1) electronically by November 15, 2016.

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 entering their all inclusive lump sum quote to complete the task definition and work plan, to coordinate and complete the field surveys, and prepare and submit draft and final reports, including coordination of ESMP development, Draft ESMP and

REQUEST FOR QUOTATION

CRFQ ADJ1600000020

**Critical Fauna Survey & Endangered Species Plan for Indiana Bats and Northern Long-Eared Bats on Camp Dawson Army Training Site
Kingwood, WV (Preston Co.)**

a Final ESMP, as specified herein. 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should enter the information into the Pricing Page to prevent errors in the evaluation.

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.
7. **PAYMENT:** Agency shall pay in accordance with the schedule noted below, 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.

Vendor will request payment by submitting detailed invoices, *in quintuplicate*, to:

HQ WVARNG

ATTN: WVAR-F-EP

1703 Coonskin Drive

Charleston, WV 25311-1085

There shall be two payments allowed under this scope of work.

Payment No. 1 equals fifty percent (50%) of the contract sum, less previous payments, upon successful completion of the Draft Summer Survey Report.

Payment No. 2 equals fifty percent (50%) of the contract sum, less previous payments, plus or minus any approved change orders, upon final inspection and acceptance of all tasks as outlined in this scope of work.

DELIVERABLES

DATE

PAYMENT SCHEDULE

Project Start Date	May/June 2016	
Weekly Progress Reports	Provided weekly or upon request	
Completion of Surveys	No Later Than August 15, 2016	
Completion of Draft Survey Report	No Later Than September 15, 2016	50%
Completion of Survey Report and Draft ESMP	No later than October 15, 2016	
Completion of Project & ESMP	No Later Than November 15, 2016	50%

REQUEST FOR QUOTATION
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Critical Fauna Survey & Endangered Species Plan for Indiana Bats and Northern Long-Eared Bats on Camp Dawson Army Training Site
Kingwood, WV (Preston Co.)

Upon completion of the project, all non-expended field supplies that were purchased with funds provided by Camp Dawson Army Training Site (CDATS) will become the sole property of the CDATS.

- 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 must be included in the lump sum total listed on Vendor's bid. Travel 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. Cancellation of the Contract.

10.2.2. 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: James Hart

Telephone Number: 570-439-8590

Fax Number: _____

Email Address: jimh@wildlife-specialists.com

Figure 1:

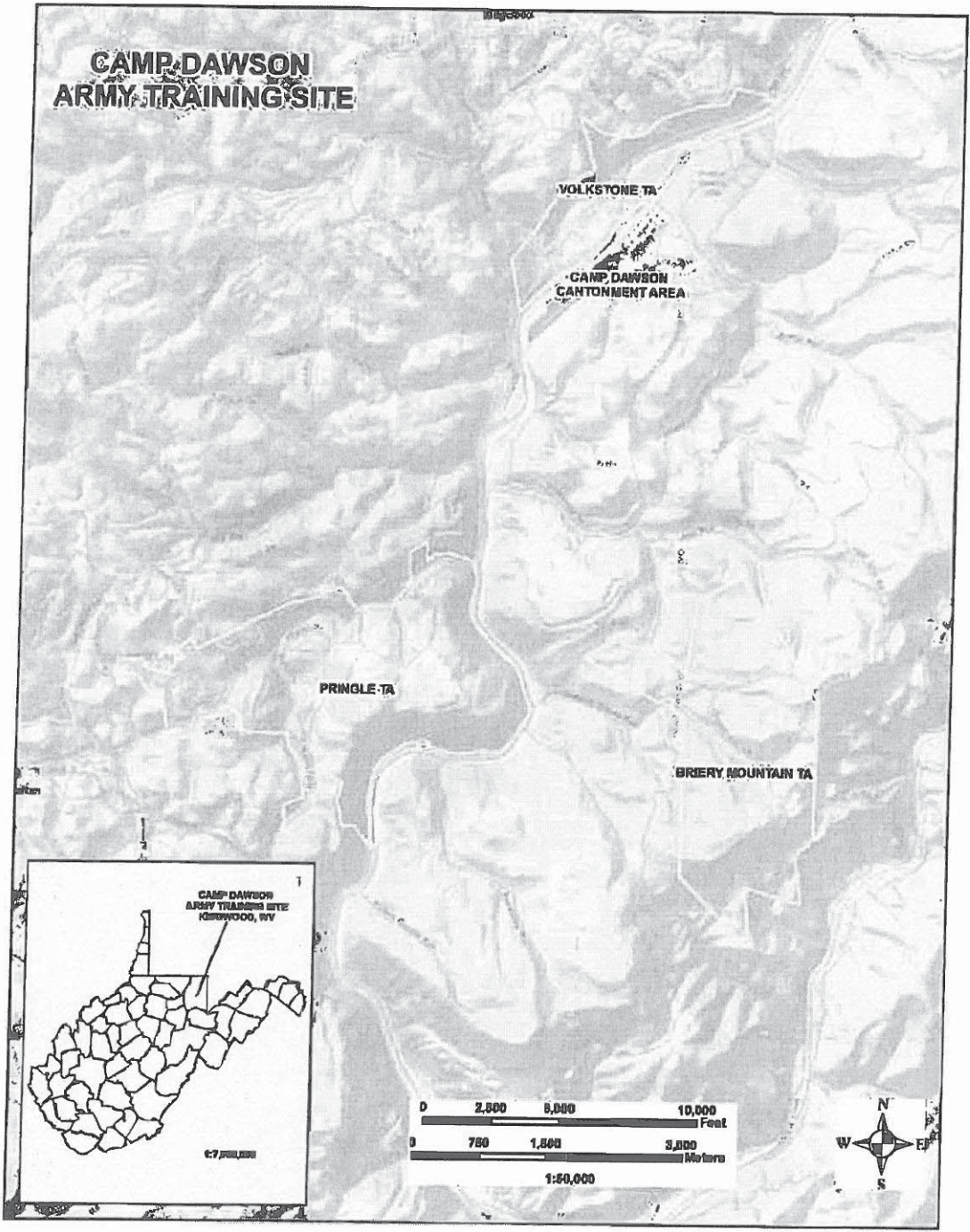


EXHIBIT A
CRFQ ADJ1600000020

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO CONDUCT CRITICAL FAUNA
SURVEY AND ENDANGERED SPECIES MANAGEMENT PLAN FOR THE INDIANA BAT AND
NORTHERN LONG-EARED BAT, ON CAMP DAWSON ARMY TRAINING SITE AT KINGWOOD, WV

BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the required qualifications and the mandatory requirements of the Project with regards to the deliverables and associated timelines, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: Wildlife Specialists, LLC

VENDOR ADDRESS: 2785 Hills Creek Rd
Wellsboro, PA 16901

TELEPHONE: 570-376-2255

FAX NUMBER: 570-376-2616

E-MAIL ADDRESS: merlin@wildlife-specialists.com

CONTRACT TOTAL BID:

fifty-nine thousand seven hundred and ten dollars

(\$ 59,710.00) *** (Contract bid to be written in words and numbers.)

The contract will be awarded to the Bidder with the lowest contract total bid meeting all of the specifications. Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any bid, or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the bidding documents; to reject any conditions of the bid by the Bidder that is any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

Failure to use this bid form may result in bid disqualification.

SIGNATURE: J Merlin Benner DATE: 4/11/2016
NAME: J Merlin Benner
(Please Print)
TITLE: President

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: Wildlife Specialists, LLC Signed: [Signature] Date: 4/18/16 Title: CFO

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 § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Wildlife Specialists, LLC

Authorized Signature: Jon Martin Bernier Date: 4/11/2016

State of Pa

County of Tioga, to-wit:

Taken, subscribed, and sworn to before me this 11th day of APRIL, 2016

My Commission expires JULY 30, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Lisa J Whipple

Purchasing Affidavit (Revised 07/01/2012)

