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Procurement Folder: 547217

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

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Vendor ID: VS0000018266

SO Doc ID: ADJ1900000009

Legal Name: CoxMcLain Environmental Consulting, Inc.

Published Date: 2/20/19

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Close Date: 2/25/19

Total Bid: \$134,153.00

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Response Time: 11:44

Solicitation Description: Addendum 1 - Bat Survey- Camp Dawson

Total of Header Attachments: 4

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

**State of West Virginia
 Solicitation Response**

Proc Folder : 547217
Solicitation Description : Addendum 1 - Bat Survey- Camp Dawson
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-02-25 13:30:00	SR 0603 ESR02251900000003880	1

VENDOR
VS0000018266 CoxMcLain Environmental Consulting, Inc.

Solicitation Number: CRFQ 0603 ADJ1900000009

Total Bid : \$134,153.00 **Response Date:** 2019-02-25 **Response Time:** 11:44:28

Comments:

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature on File	FEIN #	DATE
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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-Camp Dawson Army Training Site				\$134,153.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description : Critical Fauna Survey for the Indiana Bat and the Northern Long-Eared Bat per the attached specifications.

Comments: This total lump sum cost includes labor and expense/material costs for CMEC to perform the tasks specified in the RFP.

COX|MCLAIN ENVIRONMENTAL CONSULTING, INC.
CRITICAL FAUNA SURVEY FOR THE INDIANA BAT
AND NORTHERN LONG-EARED BAT



Prepared for:
Stephanie Gale, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Stephanie.L. Gale@wv.gov

Prepared by:
Cox | McLain Environmental Consulting, Inc.
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Tulsa, OK 74103
Phone: 918.933.6963
larry@coxmcclain.com

Sincerely,

A handwritten signature in blue ink that reads "Larry W. Cox".

Larry W. Cox
Principal

Cox | McLain Environmental Consulting, Inc.

February 25, 2019



COX | McLAIN
Environmental Consulting



1.0 INTRODUCTION

1.1 FIRM INTRODUCTION

Cox|McLain Environmental Consulting Inc. (CMEC) appreciates the opportunity to offer this proposal to the West Virginia Army National Guard for Critical Fauna Surveys for the Indiana bat and Northern long-eared bat. **CMEC** is a **HUB/DBE/WBE-certified environmental consulting firm** founded in 2007 with offices in Irving, Houston, and Austin, Texas and Oklahoma City and Tulsa, Oklahoma. Our experienced team of 50+ full-time staff members includes wildlife biologists, wetland ecologists, planners, GIS specialists, archeologists, archival researchers, architectural historians, and a historic architect. Additionally, **CMEC** also provides temporary and seasonal employees who assist with field work, administrative, and accounting responsibilities.

Our goal is to provide the **highest quality environmental and cultural-resources consulting services** and the **best customer care** in an efficient manner. **CMEC** provides compliance services critical to regulatory clearance, such as wetland/Section 404 permit support, Endangered Species Act (ESA) field work and United States Fish and Wildlife Service (USFWS) regulatory consultation including Biological Assessments, archeological and historic resources surveys and evaluations, and socioeconomic/environmental justice and community impact analysis. Our staff members have managed hundreds of environmental and cultural-resources projects for cities, counties, private-land developers, national engineering firms, and other entities throughout the southern U.S.

For more information and for downloadable certifications and qualifications, please visit our website: www.coxmclain.com

1.2 PROPOSED PROJECT INTRODUCTION

CMEC holds Species Recovery and Scientific Research permits with USFWS, Texas Parks and Wildlife Department (TPWD), and Oklahoma Department of Wildlife Conservation (ODWC) for work with the endangered Indiana bat (*Myotis sodalis*) and the threatened Northern long-eared bat (*Myotis septentrionalis*). Working closely with wildlife and the Regulatory Agencies whom manage it, our Biologists understand that **bats are an imperiled species** whose abundance, distribution, and diversity have been severely affected by habitat destruction, climatic change, and the introduction of the fungus *Pseudogymnoascus destructans* (*P. destructans*) which is the cause of the disease known as white-nose syndrome (WNS). If selected for this contract, CMEC biologists would secure Scientific Collectors Permits from West Virginia Department of Natural Resources.



The **CMEC** team proposes to **conduct presence/absence surveys for the Indiana bat and Northern long-eared bat** at the approximately 3,797 acre Camp Dawson Army Training Site in Preston County, WV. CMEC understands that collection of natural resource baseline information at the Camp Dawson Collective Training Area (CDCTA) is required under the Sikes Act, Army Regulations, and Department of Defense Instruction 4715.3. We also understand that the United States Fish and Wildlife Service (USFWS) required species surveys for the Indiana bat and Northern long-eared bat. CMEC will conduct surveys to determine if these species occur on the CDCTA and to meet USFWS requirements.



2.0 TASKS

2.1 Task 1:

CMEC will meet with Camp Dawson Environmental personnel to coordinate field surveys, use of Camp Dawson materials, and develop an outline for the workplan. The pre-work conference will be scheduled within 15 working days at Camp Dawson after the WV Purchase Order has been signed but prior to actual start of the work.

2.2 Task 2:

CMEC will prepare a summer survey study plan proposal for this project defining methodologies to be employed for the surveys how data will be collected, stored, and analyzed; and 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 proposal. The plan of work with attached start-up letter will be delivered by CMEC within 30 days after award of the contract.

2.3 Task 3:

CMEC will perform and complete the summer survey work (to be completed from May 15 to August 15) in accordance with the most recent USFWS *Range-Wide Indiana Bat Summer Survey Guidelines* (most recent guidelines are from April 2018). The work plan will be coordinated with the USFWS prior to the start of this project.

An example work plan may include:

The **CMEC** team proposes to survey for the Indiana bat and Northern long-eared bat by **conducting presence/absence acoustic and mist net surveys** in accordance with the requirements of the USFWS *Range-Wide Indiana Bat Summer Survey Guidelines* (most recent guidelines are from April 2018) for acoustic surveys. **CMEC** will perform this work using Wildlife Acoustic SM4 full spectrum detectors and will analyze calls using Kaleidoscope Pro. The benefits of the equipment we would deploy include a low-power microprocessor, combined with 4 D-size batteries, which enables the longest deployment times of any other bat recorder available. The SM4 has a recording run time of 250 to 450 hours (e.g. 25-45 10-hour nights) depending on bat activity and other factors. The processing software that we use, Kaleidoscope Pro, can quickly analyze thousands of recording files. The software detects and identifies similar vocalizations and groups them into clusters. This feature streamlines initial data analyzation efforts, making it easy to examine vocalizations, label recordings, and identify species in a timely manner. Kaleidoscope Pro can also transform clusters into species-specific classifiers – making future identification efforts easier and more efficient.



For this non-linear project, **CMEC** will deploy a minimum of eight detector nights per 123 acres (0.5 square km) of suitable summer habitat. At least 2 detector locations per 123-acre "site" shall be sampled until at least eight detector nights have been completed over the course of at least two calendar nights. The **required acoustic surveys must be conducted in USFWS designated summer survey season**, which means surveys must be conducted from May 15-August 15 for the surveys to be valid for a period of five years. A combination of acoustic sampling and netting verification will occur. Netting will occur at sites were positive or probable occurrence of the Indian bat and/or Northern long-ear bat was recorded by acoustic means. Netting will include the deployment of single-high and double-high mist nets ranging in length from 3m-18m. Captured Indiana bats and Northern long-eared bats will be banded, fitted with an acoustic radio transmitter, and tracked using radio telemetry to determine roosting sites that may be located on the CDCTA. If occupied roost trees are located on the CDCTA, then CMEC biologists will conduct an emergence survey at each identified roost tree. An emergence survey consists of observing the roost from one hour prior to sunset to one hour after sunset, or until it is too dark to see, and



documenting the number of bats that emerge from the roost during the allotted time frame. Emergence surveys will be conducted at each identified roost tree for a total of two nights per occupied roost tree.



CMEC believes that a hybrid methodology of acoustic screening coupled with intensive mist netting surveys at positive detection sites results in the collection of accurate scientific data with the most economical investment of time, materials, and associated cost to the West Virginia Army National Guard.

Two copies of the draft summer survey report and maps, in hard copy, and one electronically submitted copy will be submitted by CMEC by September 15, 2019.

Three copies of the final summer survey report and maps, in hard copy, and one electronically submitted copy will be submitted by CMEC by October 15, 2019. All GIS data will be projected in WGS1984 UTM Zone 17N.

3.0 EXPERIENCE AND QUALIFICATIONS

CMEC's **experienced staff of wildlife biologists, ecologists, GIS technicians, and resource planners** has a wide array of certifications, permits (we hold USFWS, TPWD, and ODWC Scientific Research Permits), and decades of relevant project experience. Decades of combined field experience conducting threatened and endangered species presence/absence surveys, vegetation assessments and monitoring, and ecological resource projects in Texas and the surrounding states makes **CMEC** a leader in its field. The **CMEC** team has an exceptional ability to reach out and work together with private landowners, developers, and regulatory agencies to achieve project goals and objectives in an efficient and timely manner. Additionally, our understanding of adaptive land management plans, techniques, and strategies allows us to provide expert advice for an array of land stewardship programs. We are proposing a highly qualified staff or wildlife biologist to serve as the core team for the proposed work.



Team Lead for this proposal of work is **Mr. Ryan Blankenship, a Certified Associate Wildlife Biologist®** at **CMEC** with specific experience in wildlife surveys including deer, bat, migratory bird, endangered species, reptile/amphibian, and freshwater mussel surveys, throughout Texas and Oklahoma. Mr. Blankenship is permitted for the endangered Ozark big-eared bat, endangered gray bat, and threatened Northern long-eared bat under **CMEC's** USFWS Species Recovery Permit (TE168185-5) and ODWC Scientific Collector Permit (7184) for surveying and handling bats in the state of Oklahoma. Additionally, he has experience working in Texas, Oklahoma, and Kansas with native bat species while deploying mist nets, harp traps, and acoustic monitors for over 180-survey hours. Mr. Blankenship has extensive experience with the means, methods, and equipment needed to conduct bat presence/absence surveys including safe bat handling protocols and white-nose syndrome decontamination procedures.



Senior Species Specialist for this proposal of work, **Mr. Nate Light**, is an endangered bat species specialist at **CMEC** with specific experience in habitat assessments, threatened and endangered species surveys, karst feature/portal assessments, endangered bat harp trap surveys, wetland delineations, vegetative assessment work, and environmental report preparation. Mr. Light holds a USFWS Species Recovery Permit (TE-64239B-0) and various State Scientific Collector's Permits. He has experience working in 20 states with native bat species while deploying mist nets, harp traps, acoustic monitors, and conducting bridge and structure surveys for over 7,000-survey hours. During his work, Mr. Light has caught, handled, or collected data on thousands of roosting and foraging bats of 15 distinct species. Mr. Light has extensive experience with the means, methods, and equipment needed to conduct bat presence/absence surveys including safe bat handling protocols and white-nose syndrome decontamination procedures.



Additional support will include experienced bat surveyors including **Mr. Will Dillsaver, Senior Ecologist**, and **Ms. Katie Kuzdak, Staff Ecologist** at **CMEC**. Mr. Dillsaver holds a USFWS Species Recovery Permit (TE-00482C-0) for the endangered gray bat and has participated in bat surveys in Alabama, Oklahoma, Mississippi, South Carolina, and Georgia. Ms. Kuzdak recently completed her graduate research on bats with a Thesis titled "Effect of drought conditions on the diets of insectivorous bat species: a molecular diet study". Her project experience includes bat surveys (acoustic, mist netting, and harp trapping) and small mammal trapping, both part of larger population dynamics and habitat/resource utilization studies. The entire **CMEC** core team has received pre-exposure rabies vaccinations for handling bats.

For more information about our team's qualifications and project experience, please see the attached resumes and bat survey informational flyer.

4.0 RECENT PROJECT EXPERIENCE AND REFERENCES

CMEC has worked on a variety of projects throughout the range of endangered bats and supports Clients from both the private and public sector. A sampling of Clients we have recently worked with, or are currently working with, include:

Client Name: Oklahoma Department of Transportation

Project Name: State Highway 11, Oklahoma Department of Transportation, Tulsa County, Oklahoma. 2018

Contact Name: Elizabeth Nichols

Contact Information: (539) 424-5054

Client Name: Guy Engineering

Project Name: BR 56 at Beaty Creek Bridge Replacement, Federal Emergency Management Agency, Delaware County, Oklahoma. 2018

Contact Name: Aaron Peck

Contact Information: (539) 424-5054



Client Name: Ames Construction
Project Name: Bat Surveys at two UPRR Bridges in Pryor, Mayes County, Oklahoma and Parsons, Labette County, Kansas. 2018
Contact Name: Nick Ames
Contact Information: (303) 363-1000

Client Name: United States Fish and Wildlife Service – Tulsa Ecological Services Field Office
Project Name: Endangered Bat Surveys – USFWS and Environmental Solutions and Innovations, Inc. Adair County, Oklahoma 2016-2017.
Contact Name: Richard Stark
Contact Information: (918) 382-4520



5.0 PROPOSED COST

CMEC proposes a firm fixed price to perform this scope of work (including Task 1, Task 2, and Task 3) as outlined in Attachment C.



ATTACHMENT A: RESUMES



Ryan Blankenship AWB, Wildlife Biologist

EDUCATION

M.S. Conservation Biology, University of New South Wales, Sydney, NSW, Australia, 2011.

B.S. Wildlife and Fisheries Science, Texas A&M University, 2010.

CERTIFICATIONS AND PERMITS

Certified Associate Wildlife Biologist®, The Wildlife Society, 2012

Sub-permittee, USFWS Species Recovery Permit No. [REDACTED]

Sub-permittee, TPWD Scientific Research Permit No. [REDACTED]

Permit Holder, ODWC Scientific Collector's Permit No. [REDACTED]

TXDOT Precertification:

Sequence No.: 23988

2.3.1, 2.4.1, 2.4.2, 2.6.1, 2.6.2, 2.6.3

TPWD Brown-headed Cowbird Trapping Certification, 2016.

OSHA 10 Hour – General Industry Certification, 2016.

WAFWA Lesser Prairie Chicken Technical Service Provider Certification, 2016.

TRAINING

American Council of Engineering Companies Texas Project Management Certification, 2018.

Texas Freshwater Mussel Identification, TPWD, 2015, 2017, 2018.

Wildlife Tax Valuation, TPWD, 2016.

404 Permit Application and Compliance Training, USACE Regulatory Office, 2014.

Fundamentals of Practice, Project Management Training, 2014.

Erosion Control Training For Project Managers and Consultants, 2012 and 2014.

Basic Wetland Delineation Training, Wetland Training Institute, 2013.

Fundamentals of Consulting Training, 2012.

Texas Rapid Assessment Method (TXRAM) Training Module, USACE Regulatory Office, 2012.

Wetland Indicator Plants Workshop, SK Environmental Solutions, Inc. 2012.

PRESENTATIONS AND OUTREACH

Class Instructor, Texas Master Naturalist Training Certification Program, 2012, 2013, 2014, 2015, 2016, 2017, 2018.

Presenter, Texas Chapter of the Wildlife Society, 2016.

Presenter, Oklahoma Natural Resource Conference, 2016.

FIELDS OF EXPERIENCE

Mr. Blankenship is a Certified Associate Wildlife Biologist® at Cox|McLain Environmental Consulting Inc., a WBE/DBE/HUB firm established in September 2007. A background in wildlife conservation and management contributes to his understanding of a broad range of ecological assessments and surveys, including but not limited to habitat assessments, threatened and endangered species surveys, Migratory Bird Treaty Act compliance, wetland delineations, and vegetative assessment work. He is also skilled in environmental report preparation and GIS processing.

Mr. Blankenship has worked on numerous local, state and federal environmental permit applications for infrastructure, residential, commercial and industrial development projects. His ability to collect and interpret field data and his knowledge of environmental regulations combine to prepare accurate and administratively complete compliance documents. He has participated in USFWS, USACE, TCEQ, EPA, TPWD, and ODWC coordination on projects across Texas and Oklahoma.

Mr. Ryan Blankenship, is a USFWS permitted biologist for the Interior Least Tern, Northern long-eared bat, Ozark big-eared bat, and Gray bat (Species Recovery Permit No. TE168185-5). Additionally, Mr. Blankenship is listed as a sub-permittee under CMEC's TPWD Scientific Research Permit (SPR-0691-409) and holds a Scientific Collector's Permit (No. 6849) with ODWC for mussel and bat species in the state of Oklahoma. He has received pre-exposure rabies vaccinations for handling live bats (2016) and has experience working in Texas and Oklahoma with native bat species while deploying mist nets, harp traps, acoustic monitors and conducting bridge and structure surveys for over 170-survey hours. During his work, Mr. Blankenship has caught, handled, or collected data on thousands of roosting and foraging bats of 11 distinct species. Mr. Blankenship has extensive experience with the means, methods, and equipment needed to conduct bat presence/absence surveys including safe bat handling protocols and white-nose syndrome decontamination procedures.

EMPLOYMENT HISTORY

Cox|McLain Environmental Consulting, Inc. – Irving, Texas, January 2015 to present, Environmental Scientist.

Kimley-Horn and Associates, Inc. – Dallas, Texas, December 2011 to January 2015, Environmental Scientist.

Texas Parks and Wildlife Department – Bend, Texas, May 2009 to September 2009, Resource Specialist Intern.

Zooniversity, LLC. – Dallas, Texas, May 2006 to April 2009, Wildlife Educator.

RELATED PROJECT EXPERIENCE

BR 56 at Beaty Creek Bridge Replacement, Federal Emergency Management Agency, Delaware County, Oklahoma. 2018

The Federal Emergency Management Agency (FEMA) proposes to replace an existing concrete I-beam bridge at BR 56 and Beaty Creek in Delaware County, Oklahoma. The bridge was damaged in a flood event and has been inoperable for two-years. Mr. Blankenship lead the



Ryan Blankenship AWB, Wildlife Biologist

biological field effort, conducting a bat roosting survey of the BR56 bridge and a detailed habitat assessment and evaluation of potential roost trees within the proposed project area. Coordination with the USFWS regarding survey protocol, construction phase timing, and BMPs was conducted for the endangered gray bat, Ozark big-eared bat, Indiana bat, and threatened northern long-eared bat.

Contact: Agency-Guy Engineering
Name- Aaron Peck
Phone- (539) 424-5054

State Highway 11, Oklahoma Department of Transportation, Tulsa County, Oklahoma. 2018

The Oklahoma Department of Transportation proposes to replace an existing concrete I-beam bridge and resurface State Highway 11 at Bird Creek in Tulsa County, Oklahoma. Mr. Blankenship lead the biological field effort, conducting a bat roosting survey of all bridges and culverts within the NEPA footprint of the proposed project. Additionally, Mr. Blankenship categorized vegetation types and conducted a habitat assessment for Threatened and Endangered Species. A single evening bat (*Nycticeius humeralis*) was located and recorded.

Contact: Agency-Oklahoma Department of Transportation
Name- Elizabeth Nichols
Phone-(405) 325 6802

Bat Surveys at two UPRR Bridges in Pryor, Mayes County, Oklahoma and Parsons, Labette County, Kansas. 2018

Lead wildlife biologist responsible for coordinating, conducting, and submitting a series of technical reports on the presence of the federally-listed threatened Northern long-eared bat at two proposed bridge replacement projects in Oklahoma and Kansas. Conducted a detailed habitat assessment and evaluation of potential roost trees along a portion of the Union Pacific Railroad. The proposed project included replacement of trestle bridges and clearing of woody vegetation. A technical memorandum was prepared for each proposed project which was used to satisfy USACE NWP-14 permit conditions.

Contact: Ames Construction
Name-Nick Ames
Phone-(303) 363-1000

Viridian Development, City of Arlington, Tarrant County, Texas. 2017-2018

Mr. Blankenship performed a two-year bat mist netting survey for the Viridian Development (a single-family master planned residential development) for the purposes of evaluating the presence, distribution, and abundance of native bat species. Mr. Blankenship was tasked with site selection, assembling mist nets (2017-one 9 meter double-high, one 12 meter single-high, and one 6 meter single-high, 2018-one 6 meter double-high, one 9 meter double-high, and one 12 meter double-high), removing bats from nets, visually identifying bats to species, measuring forearm length, weighing, sexing, and visually inspecting for symptoms of white-nose syndrome. This effort took place over one survey night in April 2017 and one survey night in April 2018. Target bat species include the evening bat (*Nycticeius humeralis*) and eastern red bat (*Lasiurus borealis*).

Contact: Agency-City of Arlington
Name-Melissa Walker
Phone-(817) 459-6572

Texas A&M Natural Resource Institute (NRI) Hibernacula Surveys, Dallas, Ellis, Freestone, Grayson, Kaufman, Leon, Montgomery, Navarro, Parker, Tarrant, and Walker Counties, Texas. 2016-2018.

In conjunction with Ms. Melissa Meierhofer and Ms. Krysta Demere, IRNR Research Associates, Mr. Blankenship surveyed sites across Texas to monitor winter bat roosts and assess hibernacula prior to the probable arrival of white-nose syndrome. This effort includes coordination with the Texas Department of Transportation to catalogue and assess bridge overpass/underpass structures and culverts for suitability for roosting bats. Potentially suitable structures are surveyed and bat abundance and distribution is recorded. Using sampling kits obtained from the USDA, roosting bats were swabbed and tested for the presence of white-nose syndrome. Proper sampling techniques and protocols were used. In total, 29 bridges, 25 culverts, and one parking structure were surveyed for the presence of roosting bats. Observed bat species include the Mexican free-tailed bat (*Tadarida brasiliensis*), tricolored bat (*Perimyotis subflavus*), southeastern myotis (*Myotis austroriparius*), and big brown bat (*Eptesicus fuscus*). Observed bats are estimated in the thousands of individuals. This research is on-going.



Ryan Blankenship AWB, Wildlife Biologist

Contact: Agency-Texas A&M Institute of Renewable and Natural Resources
Name-Melissa Meierhofer
Phone-(979) 862-6996

State Highway 66, Oklahoma Department of Transportation, Rogers County, Oklahoma. 2017

The Oklahoma Department of Transportation proposes to widen and resurface State Highway 66 beginning 5.25 miles southwest of the Craig County line and extending northeast for 5.25 miles in Rogers County, Oklahoma. Mr. Blankenship lead the biological field effort, conducting a bat roosting survey of all bridges and culverts within the NEPA footprint of the proposed project. Additionally, Mr. Blankenship categorized vegetation types and conducted a habitat assessment for Threatened and Endangered Species. A single tricolored bat (*Perimyotis subflavus*) was located and recorded.

Contact: Agency-Oklahoma Department of Transportation
Name- Elizabeth Nichols
Phone-(405) 325 6802

Pat Mayse Wildlife Management Area, Texas Parks and Wildlife Department, Lamar County, Texas. 2017

Mr. Blankenship performed a bat mist netting survey for the Texas Parks and Wildlife Department for the purposes of evaluating the presence, distribution, and abundance of native bat species. Mr. Blankenship was tasked with site selection, assembling mist nets (one 9 meter double-high, two 12 meter single-high, and two 6 meter single-high), removing bats from nets, visually identifying bats to species, measuring forearm length, weighing, sexing, and visually inspecting for symptoms of white-nose syndrome. This effort took place over two survey nights in May 2017. Target bat species include the evening bat (*Nycticeius humeralis*) and eastern red bat (*Lasiurus borealis*).

Contact: Agency-Texas Parks and Wildlife Department
Name-Sam Kieschnick
Phone-(972) 293-3841

Lewisville Lake Environmental Learning Area, City of Lewisville and LLELA, Denton County, Texas. 2017

Mr. Blankenship performed a bat mist net survey for the City of Lewisville and the Lewisville Lake Environmental Learning Area (LLELA) for the purposes of evaluating the presence, distribution, and abundance of bat species. Mr. Blankenship was tasked with site selection, assembling mist nets (one 9 meter double-high, one 12 meter single-high, and one 6 meter single-high), removing bats from nets, visually identifying bats to species, measuring forearm length, weighing, sexing, and visually inspecting for symptoms of white-nose syndrome. This took place over one survey night in April 2017. Target bat species include the evening bat (*Nycticeius humeralis*) and eastern red bat (*Lasiurus borealis*).

Contact: Agency-Lewisville Lake Environmental Learning Area (LLELA), City of Lewisville
Name-Scott Kiester
Phone-(281) 380-6459

Endangered Bat Surveys – USFWS and Environmental Solutions and Innovations, Inc. Adair County, Oklahoma 2016-2017.

Mr. Blankenship served as a bat biologist on a team comprised of biologists from Environmental Solutions and Innovations, Inc. (St. Louis, Missouri) and endangered bat species leads for the USFWS – Richard Stark and Brian Fuller (Tulsa, Oklahoma) to perform endangered bat surveys on USFWS owned property in Adair County Oklahoma. Fall 2016, Spring 2017, and Fall 2017 surveys included mist netting, harp trapping, and acoustic surveys which targeted three species of federally-listed bats: northern long-eared myotis (*Myotis septentrionalis*), gray bat (*Myotis grisescens*), and the Ozark big-eared bat (*Corynorhinus townsendii ingens*). Other captured bat species included the big brown bat (*Eptesicus fuscus*), tricolored bat (*Perimyotis subflavus*), eastern red bat (*Lasiurus borealis*), and eastern small-footed myotis (*Myotis leibii*). This study is titled *Characteristics of Bats at a Cave in Eastern Oklahoma: Spring Emergence and Fall Swarming* and was presented by ESI at the Central Plains Society of Mammalogists, 2016 Kansas Bat Workgroup Meeting on October 21-22, 2016. Mr. Blankenship set-up/took down single-high and double-high mist nets and harp traps, removed bats from nets/traps, visually identified bats to species, measured forearm length, weighed, sexed, visually inspected for symptoms of white-nose syndrome, and installed arm bands on over 250 bats over a six-nights of survey. This research is on-going.

Contact: Agency-United States Fish and Wildlife Service – Tulsa Ecological Services Field Office
Name-Richard Stark
Phone-(918) 382-4520



Ryan Blankenship AWB, Wildlife Biologist

Texas Christian University-Wind Energy Initiative, Tarrant County, Texas. 2016

Texas Christian University (TCU), in partnership with NextEra Energy Resources has been researching the effects of wind power with bat populations. This includes an on-going study to assess habitat preferences and site selection of bats in regards to wind farms – specifically wind turbine towers. Mr. Blankenship, together with TCU graduate students, conducted extensive acoustic transect surveys and mist netting operations to collect data on local bat abundance, distribution, and habitat preferences. This includes use of Echo Meter Touch Pro (v. 2.0), manufactured by Wildlife Acoustics, to record bat calls along pedestrian transect surveys. Mr. Blankenship conducted mist netting operations as part of this research effort which includes single-high and triple-high mist net poles with nets ranging in length from 6 to 18 meters. His work includes netting site selection, setting up/taking down nets, removing entangled bats, identifying to species, sexing, and temporarily storing bats for transport to the TCU flight facility on TCU's campus. Target bat species include the evening bat (*Nycticeius humeralis*) and eastern red bat (*Lasiurus borealis*). This research is on-going.

Contact: Agency-Texas Christian University

Name-Dr. Victoria Bennett

Phone-(817) 257-6603

Population Estimation and Monitoring of Cave Myotis at a Maternal Roost – Colorado Bend State Park, Bend County, Texas. 2009 and 2011.

Mr. Blankenship assisted in data collection on a maternal roost of cave myotis present at Colorado Bend State Park. Methods included using infrared camera recordings of dusk emergences to estimate relative population size and record bat behavior modifications through the installation of a bat gate. Recording were later analyzed using a bat/min baseline. Target species include the cave myotis (*Myotis velifer*) and tricolored bat (*Perimyotis subflavus*). Observed cave myotis bats are estimated in the tens of thousands of individuals.

Contact: Agency-Texas Parks and Wildlife Department

Name-Kevin Ferguson

Phone-(325) 628-3240



Nathanael Light, MS, QBS, Species Specialist

EDUCATION

M.S. Biology, Missouri State University, 2013

B.S. Wildlife Biology, Missouri State University, 2010.

CERTIFICATIONS AND PERMITS

Qualified Bat Surveyor, Pennsylvania Game Commission. 2016

Permittee, USFWS Species Recovery Permit No. [REDACTED]

Permit Holder, State Wildlife Collector's Permit: MO, OK, AR, KS, OH, IL, WV, VA

TRAINING

American Safety & Health Institute CPR, AED, and First Aid. 2003, 2005, 2013, 2016

Missouri State University Acoustic Seminar. 2014

Leave No Trace Certification, Center for Outdoor Ethics. 2014

Titely Scientific-Anabat and Acoustic Analyses Course. 2015

Dr. Robbins' Invitational Acoustic Workshop. 2016

ESI Acoustic Workshop. 2016

PRESENTATIONS AND OUTREACH

Research Lead, Sequoia Cave Inventory. 2012, 2013, 2014, 2016, 2017

Research Volunteer, Bull Shoals Research Station. 2010-2014

Presenter, Jamaican Ministry of Agriculture and Fisheries. 2011

FIELDS OF EXPERIENCE

Mr. Light is a Qualified Bat Surveyor at Cox|McLain Environmental Consulting Inc., a WBE/DBE/HUB firm established in September 2007. A background in wildlife conservation and management contributes to his understanding of a broad range of ecological assessments and surveys, including but not limited to habitat assessments, threatened and endangered species surveys, portal assessments, harp trap surveys, wetland delineations, and vegetative assessment work, and environmental report preparation.

Mr. Light has worked on numerous local, state and federal environmental permit applications for electrical power transmission, wind farm construction and monitoring, gas and oil pipelines, and various residential, commercial and industrial development projects. His ability to collect and interpret field data and his knowledge of environmental regulations combine to prepare accurate and administratively complete compliance documents. He has participated in USFWS, USACE, USFS, FERC, EPA, MDC, AGFC, and various State DNR agency coordination on projects across Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Missouri, Nebraska, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia, and West Virginia.

Mr. Light, holds an USFWS Species Recovery Permit (TE-64239B-0) and various State Scientific Collector's Permits. He has received a pre-exposure rabies vaccinations for handling live bats (2013) and has experience working in 20 states with native bat species while deploying mist nets, harp traps, acoustic monitors and conducting bridge and structure surveys for over 7,000-survey hours. During his work, Mr. Light has caught, handled, or collected data on thousands of roosting and foraging bats of 15 distinct species. Mr. Light has extensive experience with the means, methods, and equipment needed to conduct bat presence/absence surveys including safe bat handling protocols and white-nose syndrome decontamination procedures.

EMPLOYMENT HISTORY

Cox|McLain Environmental Consulting, Inc. – Irving, TX, February 2018 to present, Species Specialist.

Environmental Solutions & Innovations, Inc. – Springfield, MO, March 2016 to October 2017, Project Manager.

Civil & Environmental Consultants, Inc. – St. Louis, MO, February 2015 to February 2016, Assistant Project Manager.

Independent Environmental Consultant. – Various Organizations, May 2010 to February 2015, Wildlife Biologist.

RELATED PROJECT EXPERIENCE

Bat Surveys at two UPRR Bridges in Pryor, Mayes County, OK and Parsons, Labette County, KS. 2018

Wildlife biologist responsible for coordinating, conducting, and submitting a series of technical reports on the presence of the federally-listed threatened Northern long-eared bat at two proposed bridge replacement projects in Oklahoma and Kansas. Conducted a detailed habitat assessment and evaluation of potential roost trees along a portion of the



Nathanael Light, MS, QBS, Species Specialist

Union Pacific Railroad. The proposed project included replacement of trestle bridges and clearing of woody vegetation. A technical memorandum was prepared for each proposed project which was used to satisfy USACE NWP-14 permit conditions.

Contact: Ames Construction
Name-Nick Ames
Phone-(303) 363-1000

Birds Surveys at two UPRR Bridges in Pryor, Mayes County, OK and Parsons, Labette County, KS. 2018

Wildlife biologist responsible for coordinating, conducting, and submitting a series of technical reports on the presence of nesting bird species pursuant to the Migratory Bird Treaty Act. Conducted a series of migratory bird nest surveys at two proposed bridge replacement sites along the Union Pacific Railroad. The proposed project included replacement of trestle bridges and clearing of woody vegetation. Observed bird nests were photographed and their status was determined and recorded.

Contact: Ames Construction
Name-Nick Ames
Phone-(303) 363-1000

Endangered Bat Surveys – USFWS and Environmental Solutions and Innovations, Inc. Adair County, Oklahoma 2016-2017.

Mr. Light served as a bat biologist on a team comprised of biologists from Environmental Solutions and Innovations, Inc. (Springfield, Missouri) and endangered bat species leads for the USFWS – Richard Stark and Brian Fuller (Tulsa, Oklahoma) to perform endangered bat surveys on USFWS owned property in Adair County Oklahoma. Fall 2016, Spring 2017, and Fall 2017 surveys included mist netting, harp trapping, and acoustic surveys which targeted three species of federally-listed bats: northern long-eared myotis (*Myotis septentrionalis*), gray bat (*Myotis grisescens*), and the Ozark big-eared bat (*Corynorhinus townsendii ingens*). Other captured bat species included the big brown bat (*Eptesicus fuscus*), tricolored bat (*Perimyotis subflavus*), eastern red bat (*Lasiurus borealis*), and eastern small-footed myotis (*Myotis leibii*). This study is titled *Characteristics of Bats at a Cave in Eastern Oklahoma: Spring Emergence and Fall Swarming* and was presented by ESI at the Central Plains Society of Mammologists, 2016 Kansas Bat Workgroup Meeting on October 21-22, 2016. Mr. Light set-up/took down single-high and double-high mist nets and harp traps, removed bats from nets/traps, visually identified bats to species, measured forearm length, weighed, sexed, visually inspected for symptoms of white-nose syndrome, and installed arm bands on over 250 bats over a six-nights of survey. This research is on-going.

Contact Agency-United States Fish and Wildlife Service – Tulsa Ecological Services Field Office
Name-Richard Stark
Phone-(918) 382-4520

Endangered Bat Surveys-Ameren: Mark Twain Transmission Line Adair County, MO 2016-2017.

Mr. Light acted as the field supervisor and team lead during various stages of a large scale presence/absence survey for threatened and endangered bat species during the pre-construction phase of the project. Mr. Light supervised multiple teams conducting detailed habitat assessments and all aspects of presence/absence surveys for listed bat species, including mist net surveys, radio telemetry surveys, client and agency coordination, land-owner coordination, land access permissions, and emergence counts. *Contact information available upon request.

Endangered Bat Surveys-Arkansas Transportation and Highway Department Madison County, AR 2017.

Mr. Light acted as the project manager coordinating client and agency requests for a bat mitigation area inventory survey. Mr. Light coordinated between the client and federal and state regulatory bodies to ensure proper survey methodology and land access for the teams under his direct supervision. Mr. Light also managed and analyzed various scientific data sets and wrote and delivered the scientific findings report to both the client and the regulatory bodies.

Contact Agency-Arkansas Game and Fish Commission
Name-Blake Sasse
Email-Blake.Sasse@agfc.ar.gov

Endangered Bat Surveys-Department of Defense Christian County, KY and Montgomery County, TN 2017.

Mr. Light acted as the project manager coordinating client and agency requests for a bat mitigation area inventory survey. Mr. Light coordinated between the client and federal and state regulatory bodies to ensure proper survey



Nathanael Light, MS, QBS, Species Specialist

methodology and land access for the teams under his direct supervision. Mr. Light also managed and analyzed various scientific data sets and wrote and delivered the scientific findings report to both the client and the regulatory bodies.

Contact Agency-U.S. Army

Name- Gene Zirkle

Email- gene.a.zirkle.civ@mail.mil

Endangered Bat Surveys-Confidential Client Taney County, MO 2017.

Mr. Light acted as the project manager coordinating client and agency requests for a bat mitigation area inventory survey. Mr. Light coordinated between the client and federal and state regulatory bodies to ensure proper survey methodology and land access for the teams under his direct supervision. Mr. Light also managed and analyzed various scientific data sets and wrote and delivered the scientific findings report to both the client and the regulatory bodies.

Endangered Bat Surveys City of Springfield Sangamon County, IL 2016.

As acting field supervisor, Mr. Light supervised multiple teams conducting detailed habitat assessments and all aspects of presence/absence surveys for listed bat species, including mist net surveys, radio telemetry surveys, and emergence counts.

Endangered Bat Surveys- Confidential Client: ROVER Pipeline MI and OH 2015.

As acting field supervisor, Mr. Light supervised multiple teams conducting detailed habitat assessments and all aspects of presence/absence surveys for listed bat species, including mist net surveys, radio telemetry surveys, and emergence counts.

Endangered Bat Surveys- Confidential Clients: Various Projects OH, WV, IL, and MI 2015-2016.

As acting field supervisor, Mr. Light completed multiple pre/post construction surveys for threatened & endangered bats species. Mr. Light also completed Section 404/401 permitting, NEPA assessments, and aquatic impact surveys. Efforts included agency correspondences, report authorship, field crew supervision, and professional presentations.

Endangered Bat Surveys-SCI Environmental: Rivers Project Jersey County, Illinois 2014.

Mr. Light completed multiple endangered bat presence/absence surveys for two transportation and one energy project for multiple clients. Work included a variety of sampling and assessments methods including: mist netting, obtaining and analyzing acoustic data, DNA collection, emergence counts, and habitat suitability assessments.

Contact Agency-Northern Arizona University

Name-Dana Green

Phone-417-300-6377

Endangered Bat Surveys-Confidential Clients: Various Projects MO, IL, OH 2012-2014.

Mr. Light completed pre- and post-construction surveys for windfarm and pipeline projects in various states. Surveys included endangered species identification and handling (Indiana and gray bats), population analysis and modeling, Indiana bat habitat analysis and modeling, mist net construction and radio telemetry, harp trap construction, habitat suitability surveys, coordination with landowners.

Hydrological Surveys-U.S. Forest Service various counties in ID, MT, NV, and OR 2013.

While working as a hydrologist in the U.S.F.S., Mr. Light completed stream and aquatic resource evaluations in the Leadore Ranger District of Salmon-Challis National Forest, Idaho. Mr. Light measured and assessed: stream gradients, riparian zones (bank angle, vegetative cover, and bank stability), substrate stability, cross sections width and depth, habitat subunits (pools, riffle-runs, and large woody debris), water conductivity, beaver impacted sites, and pool tail fines.

Contact Agency-U.S. Forest Service-Pac-Fish/In-Fish Biological Opinion Effective Monitoring Program (PIBO)

Name-Eric Archer

Phone- 801-625-5605



Katie Kuzdak, Staff Ecologist

EDUCATION

M.S., Biology, Angelo State University, 2017.

Thesis Title: Effect of drought conditions on the diets of insectivorous bat species: a molecular diet study.

B.S., Ecology and Evolutionary Biology, Angelo State University, 2015.

CERTIFICATIONS AND PERMITS

Rabies prophylaxis, 2016.

PRESENTATIONS AND OUTREACH

Presenter, Southwestern Association of Naturalists, 2017.

Poster Presenter, Angelo State University Graduate Research Symposium, 2017.

FIELDS OF EXPERIENCE

Ms. Kuzdak is a Staff Ecologist at Cox | McLain Environmental Consulting Inc., a WBE/DBE/HUB firm established in September 2007. She has an in-depth knowledge of mammalogy with experience in bat surveying and small mammal trapping. She also is proficient with the geographic information system software, ArcGIS.

Ms. Kuzdak has previously worked for the U.S. Fish and Wildlife Service at the Arlington (TX) Ecological Services Field Office focusing on community outreach, habitat restoration/enhancement, and species conservation. While at Angelo State University, she conducted an extensive amount of field research in west Texas. These projects primarily included bat surveys (acoustics, mist netting, and harp trapping) and small mammal trapping, both as part of larger population dynamics and habitat/resource utilization studies.

EMPLOYMENT HISTORY

Cox | McLain Environmental Consulting, Inc. – Irving, Texas, May 2018 to present, Staff Ecologist.

U.S. Fish and Wildlife Service, Arlington Ecological Services Field Office – Arlington, Texas, May 2017 to May 2018, Student Conservation Association Intern.

Angelo State University – San Angelo, Texas, August 2015 to May 2017, Graduate Assistant.

Angelo State University – San Angelo, Texas, May 2013 to August 2015, Undergraduate Assistant and Undergraduate Research Assistant.

RELATED PROJECT EXPERIENCE

Fall 2018 Texas Military Department Deer surveys

Deer populations were assessed on two military installations using spotlight surveys. Data is collected following the Texas Parks and Wildlife Department protocol outlined in the *Conducting white-tailed deer spotlight surveys in the Cross-timbers and Prairies region of north and central Texas* guidance.

Client: Texas Military Department

Contact: Nicholas Kolbe (nicholas.r.kolbe.nfg@mail.mil)

Fall 2018 Texas Military Department Quail surveys

Quail populations were assessed on three military installations using a variety of methods – morning covey counts, vegetation surveys, and roadside flushing. Surveys were conducted using protocols outlined by the Texas Parks and Wildlife Department and the Texas A&M.

Client: Texas Military Department

Contact: Nicholas Kolbe (nicholas.r.kolbe.nfg@mail.mil)

Grand Parkway 99 Mussel surveys

Surveys were conducted to assess the presence/absence of state and federal-listed species of freshwater mussels using methods in compliance with the Texas Parks and Wildlife Department standards.

Client: Grand Parkway Infrastructure

Contact: Eddie George (713-826-8238)



Katie Kuzdak, Staff Ecologist

Migratory Bird Treaty Act Compliance and Coordination – Midtown Express Managed Lanes Project, Dallas and Tarrant Counties

Biologist responsible for conducting a survey to assess the presence/absence of nesting bird species pursuant to the Migratory Bird Treaty Act.

Client: LCA Environmental

Contact: Mark Boyd, P.E. (972-241-6680)

Effect of drought conditions on the diets of insectivorous bat species: a molecular diet analysis (MS thesis)

Fecal samples were collected from bats captured in mist nets in Big Bend National Park (Brewster County, TX). The samples were analyzed using Next Generation molecular sequencing techniques. Resultant sequences were analyzed to assess potential differences in diet composition between drought and non-drought years.

Supervisor: Dr. Loren Ammerman

Contact: lorenammerma@angeo.edu

Status of Spotted bats in west Texas based on echolocation call data

A presence/absence survey was conducted using acoustic monitoring along a stop-and-go driving transect. Surveys were conducted in Big Bend National Park (Brewster County, TX).

Supervisor: Dr. Loren Ammerman

Contact: lorenammerma@angelo.edu

Using thermal infrared imaging and PIT tagging to monitor movements of Mexican long-nosed bats (*Leptonycteris nivalis*) in Big Bend National Park

As part of a long-term surveying effort to monitor a Mexican long-nosed bat population in Big Bend National Park (Brewster County, TX), thermal infrared imaging and PIT tagging were used.

Supervisor: Dr. Loren Ammerman

Contact: lorenammerma@angelo.edu

Molecular diet analysis of *Parastrellus Hesperus* (the American parastrelle)

Responsibilities included assisting with mist netting and collecting fecal samples from American parastrelles found in Big Bend National Park (Brewster County, TX).

Supervisor: Krysta Demere

Contact: krysta.demere@gmail.com

Cave use and migratory movements of Mexican long-nosed bats (*Leptonycteris nivalis*)

Responsibilities included assisting with surveys for the endangered Mexican long-nosed bat in Big Bend National Park (Brewster County, TX) using mist nets and harp traps.

Supervisor: Erin Adams

Contact: erin_adams@fws.gov

Annual and seasonal fluctuations in urban roost use by *Tadarida brasiliensis* (Mexican free-tailed bat)

Responsibilities included surveying and handling Mexican free-tailed bat individuals from a maternity colony in San Angelo, Tom Green County, TX.

Supervisor: Dr. Loren Ammerman

Contact: lorenammerma@angelo.edu

A baseline assessment of the mammals, reptiles, and amphibians of Devils River State Natural Area, South Unit

Primary responsibilities included Sherman, Tomahawk, and pitfall trapping for small and medium sized mammals found within Devils River State Natural Area, South Unit (Val Verde County, TX).

Supervisor: Dr. Robert Dowler

Contact: rdowler@angleo.edu



Will Dillsaver – Senior Ecologist / Project Manager Oklahoma Office

EDUCATION

BS, Wildlife and Fisheries Ecology,
Oklahoma State University, 2004

PROFESSIONAL ACTIVITIES, CERTIFICATIONS & PERMITS

OIPA Industry Affairs participation
2010 – 2018

NAPE Attendee - 2008 -2018

Permittee, USFWS Species
Recovery Permit No. [REDACTED]

American Burying Beetle

Gray Bat

Red-Cockaded Woodpecker

Lessor Prairie Chicken

Permit Holder, ODWC Scientific
Collector's Permit 2007-present

ESRI ArcGIS II: Essential
Workflows Certificate – 2016

ESRI Designing Maps with ArcGIS
Certificate – 2016

ESRI Building Geodatabases
Certificate – 2016

ESRI ArcGIS IV: Sharing Content
on the web Certificate – 2016

Basic Wetland Delineation Training,
Wetland Training Institute, 2015

NCTC Shepherdstown, West
Virginia - 2010

MEMBERSHIPS

- Oklahoma City Association of
Petroleum Landmen (OCAPL) –
2007-Present
- Tulsa Association of Petroleum
Landmen (TAPL)
2018-Present
- Southeastern Bat Diversity
Network
- Alabama Bat Working Group

FIELDS OF EXPERIENCE

Mr. Dillsaver is a Senior Ecologist at Cox|McLain Environmental Consulting, Inc., a WBE/DBE/HUB firm established in September 2007. He has more than ten years of experience in the oil and gas/pipeline/wind/environmental industries. A background in wildlife conservation and management contributes to his understanding of a broad range of ecological assessments and surveys, including but not limited to habitat assessments, threatened and endangered species surveys, raptor nesting surveys, Migratory Bird Treaty Act compliance, wetland delineations, and vegetative assessment work. He is also skilled in environmental report preparation and GIS processing.

Mr. Dillsaver has worked on numerous state and federal environmental permit applications for oil and gas, pipelines and wind farms. His ability to collect and interpret field data and his knowledge of environmental regulations combine to prepare accurate and administratively complete compliance documents. He has participated in BLM, BIA, USFS, USFWS, USACE, and ODWC coordination on projects across Oklahoma, Texas, Kansas, Mississippi, New Mexico and Arkansas.

EMPLOYMENT HISTORY

Cox|McLain Environmental Consulting, Inc. – Tulsa, Oklahoma, July 2018 to present, Sr. Ecologist/Project Manager.

Reagan Smith Energy Solutions, LLC. – Oklahoma City, Oklahoma, October 2007 to July 2018, Sr. Environmental Scientist / Sr. Permitting Manager / GIS Manager.

Oklahoma Department of Wildlife Conservation – Oklahoma City, Oklahoma, September 2006 to October 2007, STEP Program Technician.

PROJECT EXPERIENCE (Oil and Gas)

Federal Application for Permit to Drill (APD)
2007-2018

Advised clients/potential clients as to the need and process of acquiring an APD for their specific project in order to maintain compliance with federal law. Coordination with one or more federal and state agencies as required for each individual project. Managed, drafted, reviewed and oversaw all processes involved in the permitting of an APD. An APD consist of many working parts including the Staking, Surface Use Plan, Drilling Plan, Biological Evaluation, Archeology Report, Surface Damage Agreement and On-Site Visit. Have worked various APDs for projects in Oklahoma, Texas, Mississippi, Arkansas, Nevada, New Mexico and Kansas.

Performed a Biological Assessment of each project area and provided a Biological Evaluation to the BLM for each project addressing resources or lack-their-of on a location basis. Biological Evaluations addressed threatened and endangered species, state listed species, waters of the US, Migratory Bird Treaty Act (MBTA), floodplains and included a project description of the existing conditions and landowner usage of the property (if not federal).



Will Dillsaver – Senior Ecologist / Project Manager Oklahoma Office

Clients:

Four Point Resources
LeNorman Operating, LLC
Marathon Oil Company
EOG Resources, Inc
Apache Corporation
Council Oak Resources, LLC
Triumph Energy Partners, LLC
Redhawk Resources, LLC
Bravo Arkoma
Alta Mesa Services, LP
Travis Peak Resources, LLC
Trinity Operating (USG)
Staghorn Petroleum II, LLC
Citizen Energy II, LLC

Wellco Energy, Inc.
Stephens Production Company
Newfield Oil and Gas
Range Resources
Laurentide E&P, LLC
Citation Oil & Gas
Chaparral Energy, LLC
Tarka Energy, LLC
Vitruvian Exploration II, LLC
Crown Operating, LLC
Devon Energy
Cimerax Energy
SM Energy
Eagle Rock

Felix Energy
QEP
Mt. Dora Energy, LLC
Mid-Con Energy
Covington Oil Co., Inc
Carl E. Gungoll Exploration, Inc
Red Fork Energy, LLC
Kirkpatrick Oil and Gas
PetroQuest Energy, LLC
Ward Petroleum
Shoco Oil and Gas
Jones Energy
Territory

Seismic Shoot (3D Exploration)

Experienced in working with seismic crews utilizing both blasting methods as well as vibrois trucks. Performed biological monitoring (terrestrial & aquatic) for seismic company utilizing vibrois trucks and gun boats. Services including Non-native Invasive Species (NNIS) equipment inspections prior to entering the refuge. accompanying crews during daily routines, conducting fish mortality surveys and end of the day status /progress reports submitted to both the client as well as the agency contact. Assisted clients in obtaining seismic permits for activity located on Bureau of Indian Affairs lands. As well as assisted in project coordination as a liaison between the client and agency personnel such as the ODWC, USFWS, and BOR.

Pipeline (Due Diligence Reports-T&E/Waters)

Performed due diligence surveys for pipeline companies to ensure compliance with federal and state environmental laws. Performed desktop checks for endangered species, water crossings, wetlands, floodplains and critical habitat that may be impacted by the project. Performed site visit utilizing a drone (when possible) or boots on the ground methodology to ground truth information provided in the desktop survey. Surveyed right-of-way for nesting migratory birds as well as bald/golden eagles. Provided client with a report of the findings for the project file.

Raptor Nesting Surveys/Eagle Surveys

Mr. Dillsaver surveyed potential wind farm locations for the presence of nesting raptors. The surveys consisted of flying transects over vast expanses of land during the spring migration and nesting season. Densely vegetated areas with large trees, fence rows, and creeks, rivers and lake shorelines were examined for evidence of nesting raptors. Birds were identified and counted, a note was made of any sitting, eggs found, young, or fledglings spotted. The information was recorded via GPS and delivered to the client. of many raptor species. More intense surveys were conducted along lakes and large rivers for nesting, juvenile and adult eagles.

Endangered Species Experience

American Burying Beetle (ABB)

Section 10 Permitted Biologist 2008-present

Mr. Dillsaver has been a permitted ABB biologist since 2008. Designing, coordinating and surveying for the ABB for a variety of clients and project types. Mr. Dillsaver has provided ABB surveys for bridge replacement, power/transmission lines, oil and gas well sites, pipelines and real-estate development projects across the southern portion of the ABB range (Oklahoma, Arkansas & Kansas) and has consulted on projects proposed in



Will Dillsaver – Senior Ecologist / Project Manager Oklahoma Office

Texas and Ohio (experimental population).

In 2014 the US Fish and Wildlife Service approved the ABB Industry Conservation Plan (ICP). Mr. Dillsaver has assisted clients in the enrollment of the ICP, as well as assisting them through the Individual Project Permits (IPP) process in order to meet the goals and deadlines of oil and gas project.

States surveyed:

Oklahoma, Kansas, Arkansas

Red-Cockaded Woodpecker Surveys (RCW)

Section 10 Permitted Biologist 2009-present

Coordinated survey plans and requirements with USFWS and USFS to perform RCW surveys within the national forest. Designed surveys protocol for oil and gas related projects as well as linear lease roads and pipelines to accommodate the needs of the client and the requirements of the agencies. Mapped out survey parameters utilizing ESRI's ArcMap to ensure survey coverage of the project areas. Once surveys were complete submitted a report of findings to the USFWS and USFS for concurrence.

National Forest Surveyed:

Desoto National Forest (MS)

Sam Houston National Forest (TX)

Sabine National Forest (TX)

Lessor Prairie Chicken (LEPC)

Section 10 Permitted Biologist 2014-present

Provided clients surveys for the Lessor Prairie Chicken throughout much of its range in Oklahoma, New Mexico, Kansas, Colorado and Texas. Aerial surveys were provided primarily for oil and gas related clients to ensure projects were in compliance with the newly listed LEPC. As a permitted biologist for the species Mr. Dillsaver was able to provide USFWS approved surveys or Western Association of Fish and Wildlife Agencies surveys allowing clients a choice on whether or not enrollment in WAFWA would be the right choice for their company.

States worked:

Oklahoma, Texas, Kansas, Colorado, New Mexico

Grey Bat

Section 10 Permitted Biologist 2015-present

As a member of SBDN and the Alabama Bat Working Group. Mr. Dillsaver has participated in the Alabama Bat Working Group bat blitzes' since 2010. Mr. Dillsaver has had the opportunity to train under USFWS biologist techniques such as harp trapping, mist netting, specimen handling, tissue sampling, hair sampling, banding and decontamination procedures.

States netted:

Oklahoma, Alabama, Mississippi, South Carolina, Georgia



ATTACHMENT B: BAT INFORMATIONAL FLYER



BAT SURVEYS AND MONITORING

Background

The United States is home to 46 species of bats including the federally-endangered **Indiana bat (*Myotis sodalis*)**, **gray bat (*Myotis grisescens*)**, **Ozark big-eared bat (*Corynorhinus townsendii ingens*)**, and the federally-threatened **Northern long-eared bat (*Myotis septentrionalis*)**. These unique mammals utilize rural and urban environments and may be found at bridges, culverts, tree roosts, caves, and mine sites. Cox|McLain Environmental Consulting, Inc. (CMEC's) bat biologists can guide your project to stay on track from the planning stage through to construction on projects throughout Texas, Oklahoma, Missouri, Arkansas, Kansas, Nebraska, and beyond. Activities that could benefit from CMEC's bat survey services include, but are not limited to, projects involving:

What Cox|McLain Environmental Consulting, Inc. can do:

- Removal of vegetation (especially forested habitat).
- Demolition or repair of man-made roosting structures; including bridges, buildings, and culverts.
- Impacts to caves or mines which may act as roosting and maternal colony sites.
- Siting and installation of wind turbines, or solar arrays.



CMEC Biologist checking a double-high mist net

CMEC's biologists hold a United States Fish and Wildlife Service (USFWS) Scientific 10(a)(1)(a) Permit for the federally-endangered **Indiana bat, gray bat, Ozark big-eared bat**, and the federally-threatened **Northern long-eared bat**. Additionally, CMEC biologists hold the appropriate state permits including Texas Parks and Wildlife Service (TPWD) Scientific Research Permit and Oklahoma Department of Conservation (ODWC) Scientific Collector's Permit. Our experienced staff can provide expert advice and coordination with State and Federal Agencies to make compliance with regulations simple and easy. Because our biologists have compiled hundreds of hours surveying for and handling bats, we are confident that we can assist clients who have projects that may impact bats. Services CMEC may provide include:

- | | |
|--|--|
| • Mist-Netting and Harp-Trapping | • Hibernacula/Roost Survey |
| • Pre/Post-Construction Wind Farm Surveys/Monitoring | • Pre-Construction and Construction Phase Surveys/Monitoring |
| • Acoustic Surveys | • White-nose Syndrome Sampling/Monitoring |
| • Habitat Assessments | • Bridge/Structure Surveys |



A federally-endangered gray bat

Comprehensive Environmental Services:

CMEC is a WOSB/HUB/DBE/WBE-certified environmental consulting firm founded in 2007 and based in Austin, Texas with offices in Houston and Irving, Texas as well as Tulsa, Oklahoma. CMEC staff includes biologists, wetland ecologists, planners, GIS specialists, archeologists, archival researchers, and architectural historians. We provide environmental, archeological, historical, and planning services to an array of clients throughout the Southwest region.

For more information about CMEC services please visit our website:

www.coxmclain.com



CMEC biologists conducting a culvert roost survey

AUSTIN
512.338.2223

HOUSTON
713.338.3470

IRVING
469.647.4866

TULSA
918.986.1717



ATTACHMENT C: COST PROPOSAL

**Environmental Services - West Virginia Army National Guard
Cox|McLain Environmental Consulting, Inc.**

LABOR Lump Sum

Description		Staff Biologist	GIS Analyst	Field Technician	Totals	Totals
		Hours	Hours	Hours	Hours	Cost
Task 1	Task 1A. Travel and Meeting Preparation	16	1	0	17	\$1,430.00
	Task 1B. Meeting Attendance	6	0	0	6	\$510.00
Task 2	Task 2A. Survey Plan Preparation	20	5	0	25	\$2,050.00
	Task 2B. USFWS Coordination	8	4	0	12	\$960.00
Task 3	Task 3A. Survey Preparation	16	3	16	35	\$2,290.00
	Task 3B. Acoustic Surveys (Not to exceed 30 sites)	125	0	100	225	\$15,125.00
	Task 3C. Mist Net Surveys (Conducted where acoustic calls confirm presence of target species, not to exceed 10 sites)	455	0	455	910	\$59,150.00
	Task 3D. Radio Telemetry (Not to exceed 5 bats of each target species; includes emergence surveys where applicable)	140	0	140	280	\$18,200.00
	Task 3E. Draft Report Preparation	12	6	8	26	\$1,800.00
	Task 3F. Final Report Preparation	5	2	0	7	\$565.00
Total Labor Hours		803	21	719	1543	\$102,080.00
Rate		\$85	\$70	\$45	1543	
TOTAL Labor Cost		\$68,255.00	\$1,470.00	\$32,355.00	\$102,080.00	

DIRECT EXPENSES - Task 1

Type	Amount	Unit	Rate	Totals
Fuel	20	Gallon	\$2.00	\$40.00
Truck Expense X3 Trucks	1	Per Day	\$300.00	\$300.00
Per Diem	3	Day	\$36.00	\$108.00
Transmitter	0	Per Bat	\$200.00	\$0.00
Hotel*	3	Day	\$100.00	\$300.00
Field Supplies	0	Day	\$25.00	\$0.00
Flight	2	Each	\$400.00	\$800.00
Totals Direct Expense Cost:				\$1,548.00

DIRECT EXPENSES - Task 2

Type	Amount	Unit	Rate	Totals
Fuel	0	Gallon	\$2.00	\$0.00
Truck Expense X3 Trucks	0	Per Day	\$300.00	\$0.00
Per Diem	0	Day	\$36.00	\$0.00
Transmitter	0	Per Bat	\$200.00	\$0.00
Hotel*	0	Day	\$100.00	\$0.00
Field Supplies	0	Day	\$25.00	\$0.00
Flight	0	Each	\$400.00	\$0.00
Totals Direct Expense Cost:				\$0.00

DIRECT EXPENSES - Task 3

Type	Amount	Unit	Rate	Totals
Fuel	500	Gallon	\$2.00	\$1,000.00
Truck Expense X3 Trucks	25	Per Day	\$300.00	\$7,500.00
Per Diem	150	Day	\$36.00	\$5,400.00
Transmitter	5	Per Bat	\$200.00	\$1,000.00
Hotel*	150	Day	\$100.00	\$15,000.00
Field Supplies	25	Day	\$25.00	\$625.00
Flight	0	Each	\$400.00	\$0.00
Totals Direct Expense Cost:				\$30,525.00

*If field personnel are provided on site accommodations, then this price may be reduced or removed.

Total Unit Cost	\$134,153.00
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ATTACHMENT D: CERTIFICATE OF INSURANCE



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 547217

Doc Description: Addendum 1 - Bat Survey- Camp Dawson

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-20	2019-02-25 13:30:00	CRFQ 0603 ADJ1900000009	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Cox|McLain Environmental Consulting, Inc.
 8401 Shoal Creek Boulevard, Suite 100
 Austin, Texas 78757
 512-338-2223

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X

FEIN #

26-0719979

DATE

2/25/2019

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 1 issued to publish the following:

1. The vendor questions and agency answers.
2. To attach the Endangered Species Management Plan as a PDF.
3. The Executive Summary for years 2013 and 2016

End of Addendum

Request for Quotation

(fauna survey for the Indiana Bat and the Northern Long-Eared Bat)

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard's Environmental Office to establish a one-time contract providing all professional and technical personnel, labor, facilities, equipment, materials, transportation and supplies needed to perform a critical fauna survey for the Indiana Bat and the Northern Long-Eared Bat at the Camp Dawson Army Training site near Kingwood, in Preston County, WV. per the specifications and Terms and Conditions as attached hereto.

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-Camp Dawson Army Training Site				

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description :

Critical Fauna Survey for the Indiana Bat and the Northern Long-Eared Bat per the attached specifications.

SOLICITATION NUMBER: CRFQ ADJ1900000009
Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

To publish the following:

1. The vendor questions and agency answers.
2. To attach the Endangered Species Management Plan as a PDF.
3. The Executive Summary for years 2013 and 2016

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

Vendor Questions for CRFQ 0603 ADJ1900000009
Bat Survey-Camp Dawson

1. May we request the 2016 survey report and resulting Endangered Species Management Plan?

Answer) The agency has provided the executive summary of the 2016 Bat Survey Report and a copy of the full Endangered Species Management Plan.

2. What is the expected level of effort, i.e. (a) number of mist net nights, (b) number of acoustic detector nights, (c) number of bats tracked, (d) number of days per bat tracked, (e) number of emergences counts per bat tracked?

Answer) The agency would expect the level of effort to be similar to that of 2016 which is outlined clearly in the attached 2016 Bat Report Summary.

3. Are you interested in acoustic and mist-netting surveys, or just one or the other?

Answer) We would accept acoustic surveys, mist-netting or a combination of both as long as proposed methodologies satisfy all requirements outlined in the current USFWS Range-Wide Indiana Bat Survey Guidelines and are pre-approved by the local USFWS field office prior to the start of the project. In the two most recent surveys a combination of acoustic sampling and mist-netting were applied and approved by the local field office.

4. How much time do we need to expect to spend getting clearance to work on post initially, i.e., do we need to physically be on post to get clearance, or will everything be done electronically beforehand?

Answer) A security voucher for the pre-work conference and initial site visit can be taken care of electronically beforehand. However, the Camp Dawson Environmental Office will have to coordinate all contractor fieldwork activities through Camp Dawson Range Operations on a weekly basis at minimum in order to access training areas.

5. Is there a limit to the number of bats you want radio-tagged throughout the project?

Answer) The agency does not have a set limit to the number of bats radio-tagged throughout the project but the contractor is required to adhere to the current USFWS Range-Wide Indiana Bat Survey Guidelines.

6. Can you provide any additional maps of the areas to be surveyed? Particularly a kmz or shape file?

Answer) Detailed maps of the areas to be surveyed are provided in the Endangered Species Management Plan.

Vendor Questions for CRFQ 0603 ADJ1900000009
Bat Survey-Camp Dawson

7. Are there particular survey methods that are preferred? I'm thinking acoustic surveys vs. mist-netting, or perhaps a combination of the two methods?

Answer) The agency would accept acoustic surveys, mist-netting or a combination of both as long as proposed methodologies satisfy all requirements outlined in the current USFWS Range-Wide Indiana Bat Survey Guidelines and are pre-approved by the local USFWS field office prior to the start of the project. In the two most recent surveys a combination of acoustic sampling and mist-netting were applied and approved by the local field office.

8. If acoustic surveys are the preferred method, and survey effort turns up likely Indiana and/or northern long-eared bat presence, there is a possibility that USFWS may require mist-netting in order to confirm the acoustic data. How would any additional mist-netting need to be billed or accounted for within the proposal?

Answer) It is up to the vendor to account for all potential time and labor expenses in one initial bid.

9. Page 25 (# 4.1.1.1 Contract Services Requirements and Deliverables) of the RFQ states that vendor will meet with Camp Dawson Environmental (CD) personnel to coordinate field surveys, use of CD materials, etc. To what does use of CD materials refer?

Answer) CD Materials refers to applicable reports, data, maps and management plans such as the current Integrated Natural Resources plan and GIS data, other Resource management plans, Faunal Survey Reports, Vegetative Survey Reports, etc.

10. A contractor's bid will include curriculum vitae (CV) of the primary researchers and technicians with the bid proposal. Are there page limits to the CVs?

Answer) There is not a page limit to CVs.

11. Are the Pringle Tract, Briery Tract, Camp Dawson Cantonment Area, and Volkstone Tracts at all accessible by a 4x4 vehicle, or are ATVs required (if approved) by CD for efficient traveling?

Answer) All tracts have roads and trails accessible by a 4X4 vehicle; however, ATVs have been required in previous surveys in order to access certain areas of suitable habitat. It is expected that ATVs would be required again in 2019.

12. Page 32 of the RFQ states that will provide and electronic copy of the current Integrated Natural Resource plan and GIS data, other Resource management plans, Faunal Survey Reports, Vegetative

Vendor Questions for CRFQ 0603 ADJ1900000009

Bat Survey-Camp Dawson

survey Reports, etc., relevant to this project. Can such information, particularly the amount of previously identified suitable Indiana bat/Northern long-eared bat habitat, and the 2013 and 2016 Faunal Survey Reports be provided prior to bidders before submittals to assist with more accurate, estimated levels of effort?

Answer) The Executive Summaries from the 2013 and 2016 reports are attached.

13. If reports can't be provided, can you tell me how many Indiana bats and northern long-eared bats were captured in 2013 and 2016, respectively?

Answer) The attached Bat Report Summaries outline total bat captures for all species.

14. We have one question related to this RFP. Discussing level of effort, are we to assume that one net site/123 acres of potentially suitable habitat for the entire Training Site is to be surveyed? Alternately, could we propose an inventory presence/absence survey to include hybrid methodology using acoustics to determine presence/absence with netting to confirm positive acoustic detections? It is our understanding that this alternative methodology is in accordance with the recent Rangewide Indiana Bat Survey Protocol.

Answer) Yes, we would accept acoustic surveys, mist-netting or a combination of both as long as proposed methodologies satisfy all requirements outlined in the current USFWS Range-Wide Indiana Bat Survey Guidelines and are pre-approved by the local USFWS field office prior to the start of the project. In the two most recent surveys a combination of acoustic sampling and mist-netting were applied and approved by the local field office. In reviewing the USFWS 2018 Range-Wide Indiana Bat Survey Guidelines it states that in WV for Non-linear projects: "a minimum of 42 net nights per 123 acres (0.5 km²) of suitable summer habitat."

15. Is the survey area the same as the previous survey (2016; Pringle, Briery and Volkstone=3387 acres)?

Answer) Yes, area to be surveyed is the same as in 2016.

EXECUTIVE SUMMARY

Camp Dawson Collective Training Area (Camp Dawson) located in Preston County, West Virginia, is within the known summer range of the federally endangered Indiana bat (*Myotis sodalis*). By regulation of the Sikes Act of 1996 and Army Regulation (AR) 200-3, both military bases and installations must ensure proper protection and conservation of federally endangered species. The potential exists for Indiana bats to use Camp Dawson and surrounding areas for roosting, including the formation of maternity roosts. To date no Indiana bats have been captured on Camp Dawson or associated properties. The U.S. Fish and Wildlife Service (USFWS) requires a periodic survey to determine the presence or absence of Indiana bats onsite. AllStar Ecology LLC. (ASE) was contracted by Camp Dawson to determine the presence/absence of Indiana bats during the summer of 2013 by means of both acoustic and mist-net sampling.

Forty-two acoustic recording sites were selected to cover all managed lands on Camp Dawson. These sites were divided among three separate training areas: Briery Tract, Pringle Tract, and Volkstone Tract. Camp Dawson Proper possessed insufficient habitat characteristics for either mist-netting or acoustic recording activities; therefore, no sampling sites were established directly on the base. Acoustic sampling sites were established based upon local aquatic resources, feeding areas, and travel corridors readily available to bats. Specific mist-net sites were often based upon the identification of potential Indiana bat recordings, as classified by either BCID or Kaleidoscope software, at nearby acoustic sampling sites; however, some mist-net locations were established near local aquatic resources or along potential travel corridors and were utilized to aid presence/absence sampling. Whenever possible, mist-net sites were based upon acoustic survey data to concentrate sampling effort within areas, providing the greatest potential for the capture of Indiana bats.

Acoustic sampling was initiated on July 3 and completed August 8, 2013. A total of 42 recorder sites were established producing 83 recorder nights of data. A total of 152 and 85 potential Indiana bat calls were identified by BCID (Bat Call Identification, Inc.) and Kaleidoscope, respectively. Of the 42 acoustic sampling sites, 15 sites recorded potential ($P < 0.05$) Indiana bat calls. A total of 8,541 and 9,200 bat calls were identified to species by BCID and Kaleidoscope, respectively. BCID identified 5,477 big brown (*Eptesicus fuscus*) calls, accounting for 64.1% of all bats recorded, followed by 803 tri-colored bat calls (*Perimyotis subflavus*; 9.4%), 761 silver-haired bat calls (*Lasiurus noctivagans*; 8.9%), 596 eastern red bat calls (*Lasiurus borealis*; 6.9%), 297 hoary bat calls (*Lasiurus cinereus*; 3.5%), 291 evening bat calls (*Nycticeius humeralis*; 3.4%), 152 Indiana bat calls (1.8%), 92 little brown bat calls (*Myotis lucifugus*; 1.1%), 50 northern myotis calls (*Myotis septentrionalis*; 0.6%), and 21 small-footed bat calls (*Myotis leibii*; 0.2%). Kaleidoscope identified 6,085 big brown bat calls, accounting for 66.1% of all bats recorded, followed by 728 tri-colored bat calls (7.9%), 628 evening bat calls (6.8%), 414 red bat calls (4.5%), 380 hoary bat calls (4.1%), 319 little brown bat calls (3.5%), 305 northern myotis bat calls (3.3%), 230 silver-haired bat calls (2.5%), 85 Indiana bat calls (0.9%), 14

Townsend's big-eared bat (*Corynorhinus townsendii*) (0.2%), and 12 small-footed bat calls (0.1%).

Several mist-net sites were selected to cover all managed lands on Camp Dawson. These sites were divided among three separate training areas: Briery Tract, Pringle Tract, and Volkstone Tract. Over the course of 12 nights, a total of 32 nets (6m, 9m, 12m, and 18m) were set up among the three tracts. Nets were of varying heights, depending on size of canopy closure. Nets were placed near areas of water, along corridors, and near foraging open space areas in order to optimize capture potential. A total of 57 net nights of mist netting were performed across all three tracts of Camp Dawson.

Mist-net surveys were completed from 8 July to 8 August 2013. No Indiana bats were captured on Camp Dawson tracts. A total of 166 bats representing five species were captured: 150 big brown bats, eight eastern red bats, three northern myotis, two tri-colored bats, two little brown bats, and one small-footed bat. Big brown bats were more abundant than individuals of any other species and represented 92% of the total catch. Bats were captured on all tracts. Pringle Tract yielded the highest capture rate with 97 bats caught in 15 nets over a total of five nights (87 big browns, six eastern red bats, two little brown bats, and two tri-colored bats).

Little brown bats have been designated for banding upon capture by the Bat Banding Project (BBP) administered, coordinated, and maintained by the U.S. Fish and Wildlife Service. According to the West Virginia Department of Natural Resources, the West Virginia regional office of the USFWS, and the 2013 Revised Range-wide Indiana Bat Summer Survey Guidelines (May 2013), the first 10 little brown bats captured must be banded with band numbers reported to the West Virginia DNR Regional Office. Two little browns were captured, banded, released and reported to Barbara Sargent of the West Virginia DNR–Wildlife Resources Section.

1 EXECUTIVE SUMMARY

2 Camp Dawson Collective Training Area (Camp Dawson) located in Preston County, West
3 Virginia, is within the known summer range of the federally endangered Indiana bat (*Myotis*
4 *sodalis*) and threatened northern long-eared bat (*Myotis septentrionalis*); therefore, both species
5 may use Camp Dawson and surrounding areas for roosting, including the formation of maternity
6 roosts. To date both Indiana and northern long-eared bats have confirmed calls on Camp Dawson
7 or associated properties. However, only northern long-eared bats have been captured during
8 surveys in the recent past. AllStar Ecology LLC. (ASE) was contracted by Camp Dawson to
9 determine the presence/absence of these species during the summer of 2016.

10
11 Acoustic recording sites were established throughout Briery Tract, Pringle Tract, and Volkstone
12 Tract of Camp Dawson. Acoustic sampling sites were selected based on available habitat (e.g.,
13 wetlands, corridors). Specific mist-net sites were based upon recordings of likely Indiana and/or
14 northern long-eared bats, as classified by Echoclass V3.1.

15
16 Acoustic sampling was initiated on June 24th and completed July 11th, 2016. A total of 27
17 recorder sites were established producing 117 recorder nights of data. A total of 178 Indiana bat
18 (2.0%) and 139 northern long-eared bat (1.6%) calls were identified by EchoClass V3.1. Of the
19 27 acoustic sampling sites, 12 sites recorded likely ($P < 0.05$) Indiana and northern long-eared bat
20 presence, respectively. A total of 8,699 bat calls were identified to species by Echoclass: 4,994
21 eastern red bat calls (*Lasiurus borealis*; 57.4%), 1,932 big brown (*Eptesicus fuscus* 22.2%),
22 1,028 hoary bat calls (*Lasiurus cinereus*; 11.8%), 155 tri-colored bat calls (*Perimyotis subflavus*;
23 1.7%), 137 silver-haired bat calls (*Lasionycteris noctivagans*; 1.6%), 69 small-footed bat calls
24 (*Myotis leibii*; 0.8%), and 67 little brown bat calls (*Myotis lucifugus*; 0.8%). After manual
25 vetting, 42 Indiana and 56 northern long-eared bat calls could be confirmed.

26
27 Mist-net surveys were completed from August 2nd–15th, 2016. No Indiana bats were captured,
28 but three northern long-eared bats were captured. A total of 61 net nights of mist netting were
29 attempted but due to rain/fog only 54 net nights were completed. A total of 72 identified bats
30 representing five species were captured: 44 big brown (60.3%), 21 eastern red (28.8%), three
31 northern long-eared (4.1%), two tri-colored (2.7%), and two small-footed (2.7%) bats; one bat
32 (1.4%) was observed escaping. Bats were captured on all tracts. Pringle Tract yielded the highest
33 capture rate with 51 bats.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ190000009

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.

Cox|McLain Environmental Consulting, Inc.

Company



Authorized Signature

2/25/2019

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 547217

Doc Description: Bat Survey- Camp Dawson

Proc Type: Central Purchase Order

Date Issued	Sollcitation Closes	Sollcitation No	Version
2019-02-08	2019-02-25 13:30:00	CRFQ 0603 ADJ1900000009	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:
 Cox|McLain Environmental Consulting, Inc.
 8401 Shoal Creek Boulevard, Suite 100
 Austin, Texas 78757
 512-338-2223

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X  FEIN # 26-0719979 DATE 2/25/2019

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

ADDITIONAL INFORMATION

Request for Quotation
 (fauna survey for the Indiana Bat and the Northern Long-Eared Bat)

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard's Environmental Office to establish a one-time contract providing all professional and technical personnel, labor, facilities, equipment, materials, transportation and supplies needed to perform a critical fauna survey for the Indiana Bat and the Northern Long-Eared Bat at the Camp Dawson Army Training site near Kingwood, in Preston County, WV. per the specifications and Terms and Conditions as attached hereto.

DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV25311 US		FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD KINGWOOD WV 26537-1077 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bat Survey-Camp Dawson Army Training Site				

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description :

Critical Fauna Survey for the Indiana Bat and the Northern Long-Eared Bat per the attached specifications.

ADJ1900000009	Document Phase Draft	Document Description Bat Survey- Camp Dawson	Page 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: February 20th, 2019 at 9:00 AM. EST.

Submit Questions to: Stephanie Gale, Senior Buyer
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Stephanie.L.Gale@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: BAT Survey for Camp Dawson
BUYER: Stephanie Gale
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER: 304.558.3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor’s inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal (“RFP”) Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: February 25th, 2019 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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.

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

*****Please make Insurance Certificate Holder to Read****
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

_____ N/A _____ for _____ N/A _____

Liquidated Damages Contained in the Specifications

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

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

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

- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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

34. VENDOR 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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”), provided that both the Other Government Entity and the Vendor agree. 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. 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.

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

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

 Larry Cox, Principal
 (Name, Title)

 (Printed Name and Title)

 8401 Shoal Creek Boulevard, Suite 100, Austin, Texas 78757
 (Address)

 512-338-2223
 (Phone Number) / (Fax Number)

 larry@coxmcclain.com
 (email address)

CERTIFICATION AND SIGNATURE: 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.

Cox|McLain Environmental Consulting, Inc.

 (Company)  Larry Cox, Principal

 (Authorized Signature) (Representative Name, Title)

Larry Cox, Principal

(Printed Name and Title of Authorized Representative)

 2/25/2019
 (Date)

 512-338-2223
 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

Cox|McLain Environmental Consulting, Inc.

Company

Larry W. Cox

Authorized Signature

2.25.2019

Date

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

REQUEST FOR QUOTATION
Bat Survey Camp Dawson Army Training Site

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard's Environmental Office to establish a one-time contract providing all professional and technical personnel, labor, facilities, equipment, materials, transportation and supplies needed to perform a critical fauna survey for the Indiana Bat and the Northern Long-Eared Bat at the Camp Dawson Army Training site near Kingwood, in Preston County, WV.
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 as more fully described in these specifications and the attached Scope of Work.
 - 2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Vendor must employ a qualified biologist per the guidelines set forth by the (USFWS) United States Fish and Wildlife Service, see Section 1.0 of (**Exhibit B**) Scope of Work in this solicitation who will select/approve survey locations, in areas that are the most suitable for capturing Indiana and Northern Long-Eared Bats.
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- Surveys**
 - 4.1.1.1 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

REQUEST FOR QUOTATION
Bat Survey Camp Dawson Army Training Site

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.

4.1.1.2 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.

4.1.1.3 Vendor will complete the work plan as prepared for the survey period. All work plans will be coordinated in association with the USFWS (United States Fish & Wildlife Service) prior to the start of the project.

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 to the Agency.

4.1.2.2 Vendor must complete Surveys during the summer survey season from May 15th through August 15th, 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, 2019.

4.1.2.3 Vendor must submit four (4) copies of the Final Report and maps three (3) in hard copy and one (1) electronically, incorporating review comments, no later than October 15, 2019.

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 critical fauna survey work plan, to

REQUEST FOR QUOTATION
Bat Survey Camp Dawson Army Training Site

coordinate and complete the field surveys, and prepare and submit draft and final reports, 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.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendor's can download bidding documents from the wvOASIS VSS: <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService> for this solicitation.

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 as shown on the Pricing Pages and the Scope of Work, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Bat Survey Camp Dawson Army Training Site

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Larry Cox

Telephone Number: 512-338-2223

Fax Number: _____

Email Address: larry@coxmcclain.com

EXHIBIT A
Pricing Page

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

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: Cox|McLain Environmental Consulting, Inc.

VENDOR ADDRESS: 8401 Shoal Creek Boulevard, Suite 100
Austin, Texas 78757

TELEPHONE: 512-338-2223

FAX NUMBER: _____

E-MAIL ADDRESS: larry@coxmcclain.com

TOTAL BID AMOUNT:

One hundred and thirty four thousand, one hundred and fifty three dollars and zero cents

(\$ 134,153.00)

(Contract bid to be written in words and numbers.)

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

SIGNATURE:  **DATE:** 2/25/2019

NAME: Larry Cox
(Please Print)

TITLE: Principal

Exhibit B

CONTRACTOR

SCOPE OF WORK

FOR

**CRITICAL FAUNA SURVEY FOR THE INDIANA BAT AND NORTHERN
LONG-EARED BAT**

FOR THE

WEST VIRGINIA ARMY NATIONAL GUARD

**In Support of
THE INTEGRATED NATURAL RESOURCES MANAGEMENT PLAN
At The
CAMP DAWSON ARMY TRAINING SITE
Preston County
Kingwood, West Virginia 26537**

CONTRACT NUMBER _____

Prepared by:

**Camp Dawson Army Training Site
Environmental Office
West Virginia Army National Guard
Camp Dawson, 1001 Army Road
Kingwood, West Virginia 26537**

2019

1.0 Introduction

The West Virginia Army National Guard (WVARNG) is responsible for natural resources management of the 3,797-acre Camp Dawson Collective Training Area (CDCTA). The CDCTA consists of four distinct tracts: Pringle Tract (1632 acres), Briery Tract (1251 acres), Camp Dawson Cantonment Area (410 acres), and Volkstone Tract (504 acres). The mission and primary goal of the CDCTA is to provide realistic training opportunities for the WVARNG, the Army National Guard of other States, Army Reserve, Reserve Officer's Training Corps, and other Active and Reserve components of the Air Force, Navy, and Marine Corps. These opportunities support unit readiness requirements, and allow the units to meet the challenges of their war time missions. Training facilities are used by non-DoD agencies such as the Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Department of State, West Virginia Division of Natural Resources (WVDNR), West Virginia Division of Forestry (WVDOF), and West Virginia Department of Environmental Protection (WVDEP).

The collection of natural resource baseline information at the 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 these 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 these species occur on the CDCTA and to meet USFWS requirements.

2.0 Project Location

The CDCTA is located just outside the City of Kingwood in central Preston County, West Virginia (Figure 1). The CDCTA 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.

3.0 Project Description

The objective of this project 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 USFWS is a cooperator in the implementation of the Camp Dawson Integrated Natural Resources 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 data collected in the most recent survey (2016), the USFWS concurred that there is high likelihood of presence

of Indiana bats at the CDCTA (USFWS Letter 19 Dec, 2013). The presence of northern long-eared bats was also confirmed. Because the USFWS considers presence/absence surveys current for only three years, these surveys must be conducted in the Spring/Summer of 2019.

Surveys will be conducted during the summer survey season from 15 May through 15 August on all suitable habitat located on the CDCTA. Surveys for these species should adhere to all phases outlined in the most current USFWS Range-Wide Indiana Bat Survey Guidelines:

<https://www.fws.gov/midwest/Endangered/mammals/inba/surveys/pdf/2018RangewideIBatSurveyGuidelines.pdf> (to include 'Phase 4. Conduct Radio-Tracking and Emergence Surveys' if bats are captured). 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.

The agency, Camp Dawson Environmental, will provide an electronic copy of the current INRMP and Geographical Information System (GIS) data as well as any other Resource Management Plans, Faunal Survey Reports, Vegetative Survey Reports, etc. relevant to this project. The contractor will coordinate all site activity so as not to interfere with training activities and not to jeopardize the safety of their crews or WVARNG personnel. Activities conducted at WVARNG installations take precedence over contractor activities.

The contractor shall provide curriculum vitae of the primary researchers and technicians with the bid proposal. The contractor shall provide all professional and technical personnel, labor, facilities, equipment, materials, transportation and supplies needed to complete this scope of work (SOW). The contractor shall comply and conform to all applicable rules, regulations, standards, and directives in the performance of this effort. All photographs, field notes, reports, maps, and other data generated by the contractor while completing this scope are the property of the WVARNG and will be provided to the WVARNG at the end of this project. The contractor may retain copies for their files but may not release this information without the written consent of the WVARNG.

4.0 Task Definition

In order to achieve the above stated objectives the contractor shall perform the following tasks:

4.1. Task 1: Meet with Camp Dawson (CD) Environmental personnel to coordinate field surveys, use of CD materials, and develop an outline for a work plan. The pre-work conference will be scheduled within 15 working days at Camp Dawson after the WV Purchase Order has been signed but prior to actual start of the work. The agency, Camp Dawson Environmental, will coordinate with the contractor on the meeting date.

4.2. Task 2: Prepare a summer survey work plan proposal for this 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 proposal.

4.3. Task 3: Complete the summer survey work plan prepared for the survey period. (All work plans will be coordinated with the USFWS prior to the start of the project.)

5.0 Reports/Deliverables

1. The plan of work with attached start-up letter within thirty (30) days after award of the contract.
2. Two (2) copies of the draft summer survey report and maps in hard copy and one (1) electronically by September 15, 2019.
3. Three (3) copies of the final summer survey report and maps in hard copy and one (1) electronically, incorporating review comments by October 15, 2019. All GIS data will be projected in WGS1984 UTM Zone 17N.

6.0 AGENCY POINTS OF CONTACT

WVARNG:

PROJECT COORDINATOR:

Upon successful award of this contract to a qualified vendor, that vendor will be provided the names and contact information of Agency personnel, from the Environmental Protection Office, who will manage the process and administer the contract.

WVARNG
Camp Dawson Army Training Site
Environmental Office
1001 Army Road
Kingwood, WV 26537

7.0 PAYMENT INFORMATION AND DELIVERABLE SCHEDULE

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

- A. Payment No 1 - Fifty percent (50%) of the contract sum less previous payments upon successful completion of the Draft Summer Survey Report.**
- B. Payment No. 2 - One hundred percent (100%) of the contract sum less previous payments, plus or minus all approved change orders upon final inspection and acceptance of all tasks outlined in this scope of work.**

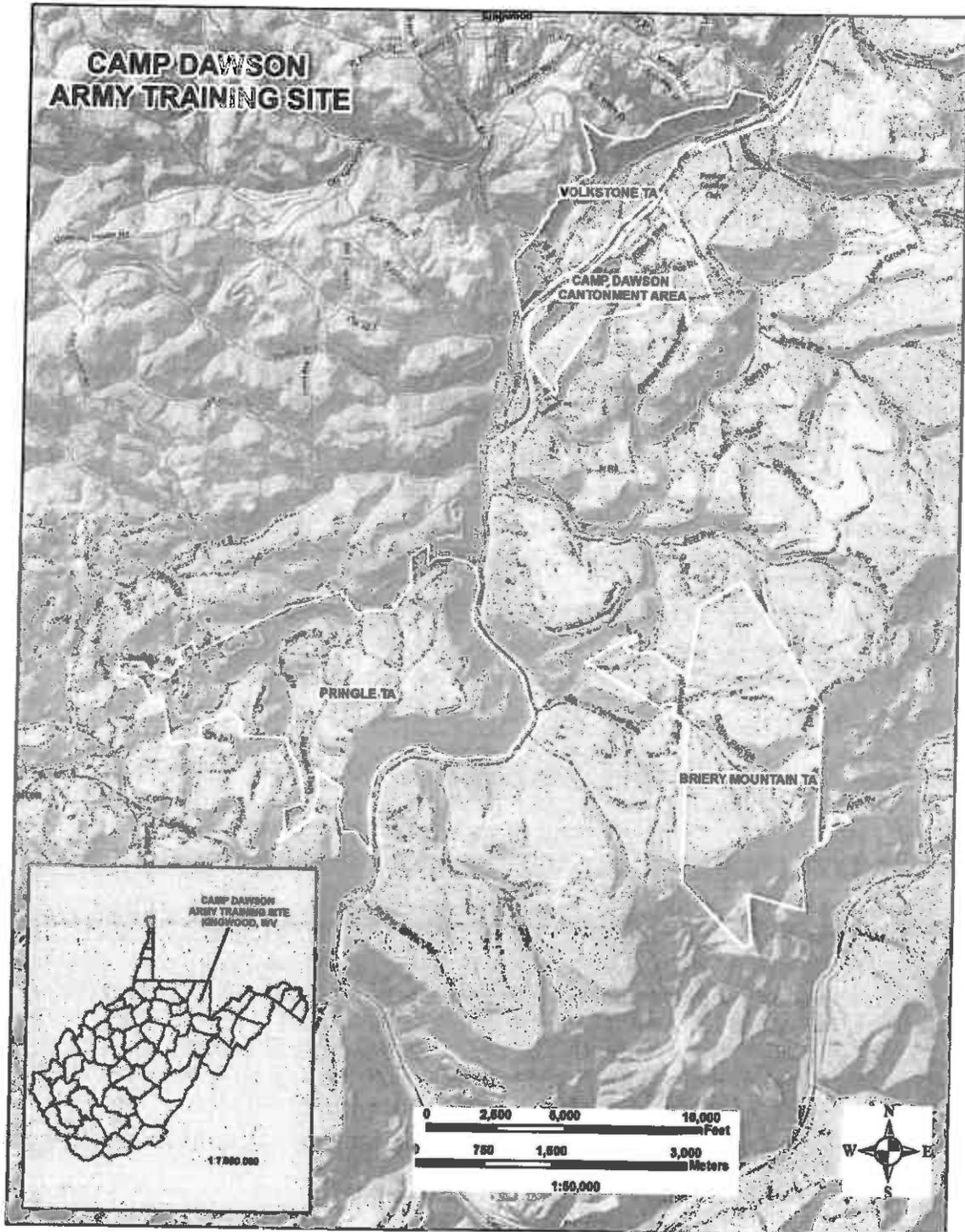
The contractor will request payment by submitting detailed invoices, *in quintuplicate*, to

**Division of Engineering & Facilities
 Adjutant Generals Office
 ATTN: Accounts Payable
 1707 Coonskin Drive
 Charleston, WV 25311**

DELIVERABLES	DATE	PAYMENT SCHEDULE
Project Start Date	May 1, 2019	
Weekly Progress reports	Provided weekly or upon request	
Completion of P/A Surveys	No later than August 15, 2019	
Completion of Draft Survey Report	No later than September 15, 2019	50%
Completion of Survey Report	No later than October 15, 2019	100%

Prepared By: Camp Dawson Army Training Site Environmental Office

Figure 1:



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.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

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

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____



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

State of West Virginia
 Request for Quotation
 34 — Service - Prof

Proc Folder: 547217

Doc Description: Bat Survey- Camp Dawson

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-08	2019-02-25 13:30:00	CRFQ 0603 ADJ1900000009	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:

Cox|McLain Environmental Consulting, Inc.
 8401 Shoal Creek Boulevard, Suite 100
 Austin, Texas 78757
 512-338-2223

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X  FEIN # 26-0719979 DATE 2/25/2019

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

ADDITIONAL INFORMATION:

Request for Quotation
 (fauna survey for the Indiana Bat and the Northern Long-Eared Bat)

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard's Environmental Office to establish a one-time contract providing all professional and technical personnel, labor, facilities, equipment, materials, transportation and supplies needed to perform a critical fauna survey for the Indiana Bat and the Northern Long-Eared Bat at the Camp Dawson Army Training site near Kingwood, in Preston County, WV. per the specifications and Terms and Conditions as attached hereto.

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-Camp Dawson Army Training Site				

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description :

Critical Fauna Survey for the Indiana Bat and the Northern Long-Eared Bat per the attached specifications.

ADJ190000009	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