



West Virginia Purchasing Division

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

Header 2

List View

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

Procurement Folder: 1938940

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: TERRADEX INC

Alias/DBA:

Total Bid: \$83,000.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2600000031

Published Date: 5/4/26

Close Date: 5/7/26

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	West Virginia Excavator Environmental Advisory Service	1.00000	EA	83000.000000	83000.00

Comm Code	Manufacturer	Specification	Model #
77101700			

Commodity Line Comments: For Details please see Exhibit A - Pricing Page
 Delivery days is 364 for first year, if renewed max 1,456

Extended Description:

Please enter the total bid amount from the Exhibit A Pricing Pager into Commodity Line 1.

Statement of Work & Bid for

West Virginia Excavator Environmental Advisory and Property Transfer Notification Service

CRFQ 0313 DEP2600000031

May 4, 2026

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Statement of Work & Bid for a West Virginia Excavator Environmental Advisory and Property Transfer Notification Service

Terradex prepared this statement of work (SOW) and Bid in response the West Virginia Purchasing Division solicitation on behalf of West Virginia Department of Environmental Protection, Office of Environmental Remediation (hereafter WVDEP), Centralized Request for Quotation 0310 DEP2600000031 issued on April 16, 2026 (hereafter RFQ).

Terradex's longstanding experience providing the same service that the RFQ seeks make us uniquely qualified to serve the needs described in the RFQ at the lowest possible price.

1. Introduction & Terradex Qualifications

For over 20 years, Terradex has provided a unique low-cost technology solution, delivered via a web application, which allows environmental agencies to efficiently monitor large portfolios of properties that contain residual contamination, typically involving sites with institutional controls. This web application, branded as DigClean, directly serves the needs as laid out in the RFQ to "maintain a West Virginia Excavator Environmental Advisory Service and Property Transfer Monitoring Service."

Terradex's longstanding on-point experience far exceeds the RFQ's Qualifications (see Table 1 below). Our experience and know-how providing the same service that the RFQ seeks make us uniquely qualified to serve the needs described in the RFQ at the lowest possible price.

Section 2 describes Terradex's Excavator Environmental Advisory Service. Importantly, since 2012 Terradex has successfully provided WVDEP with an Excavator Environmental Advisory Service which fully satisfied the RFQ's mandatory requirements. This service facilitates WVDEP oversight and long-term compliance with cleanup remedies, while protecting communities and the environment. See Section 2 for additional details.

Section 3 describes Terradex's Property Transfer Monitoring Service. While newly added to the RFQ and not currently provided to WVDEP, Terradex has successfully provided this service to other state agencies for many years. In sum, the Terradex Property Transfer Monitoring Service tracks ownership transfers and sends client-approved letters to new purchasers of properties at contaminated sites with institutional controls. See Section 3 for additional details.

Table 1 Qualifications Summary

	<p>RFQ Minimum Qualifications: Minimum of 5 years' knowledge and experience of the long-term stewardship requirements of environmentally contaminated properties.</p> <p>Terradex Qualifications: Approximately 20 years providing specialized services solely related to long-term stewardship, with a unique combined set of qualifications for subject matter expertise, land activity monitoring, 811 and property transfer monitoring technologies.</p>
	<p>RFQ Minimum Qualifications: Vendor must have a minimum of 5 years' experience in the implementation of large-scale site mapping and monitoring of contaminated properties, statewide, using geospatial data and technologies.</p> <p>Terradex Qualifications: Approximately 20 years of niche experience providing state-wide mapping and monitoring of contaminated properties. While mapping sites is less unique, Terradex experience uniquely combines the process of receiving and processing 811 and property ownership data within a client-accessible web application.</p>
	<p>RFQ Minimum Qualifications: Vendor must be able to interface with the West Virginia 811 system, and associated contractors, to send geospatial and property data updates as well as receive, monitor, and respond to corresponding WV811 Dig Tickets.</p> <p>Terradex Qualifications: Approximately 20 years of niche experience interfacing with 811 systems and property data systems nationwide, with nearly 15 years of experience with WV 811.</p>

Section 4 provides proposed pricing and, finally, **Section 5** lists Terradex business information including The Terradex Contract Manager as required by the RFQ.

2. Excavation Environmental Advisory Service Approach

Terradex's excavation advisory service (DigClean) supports informing WVDEP and excavators when excavation occurs at or near selected environmental contamination sites. When an excavator contacts West Virginia 811 (WV811) (typically by dialing 811), and that excavation overlaps one of the WVDEP registration areas (sites), an excavation-notification email is transmitted by WV811 to Terradex. Terradex then copies the excavation-notification email to WVDEP. The Terradex web-service reads the excavation-notification email, and converts the information to an excavation record in the Terradex database. This excavation record is used to build an event record including a map of the excavation and the summary information describing the excavation. This excavation event is then presented as a mapping layer, which can be viewed on Google Earth or at Terradex (terradox.com) web site. If an excavation is close to or at a WVDEP site, Terradex emails an Advisory to the project managers assigned by WVDEP to the site (WVDEP PMs). The WVDEP PMs then can contact the excavator, share the Advisory, and provide guidance for the excavator's work.

WV811 also issues Update Tickets, which are a refinement, such as a date change to the original Ticket. On request Terradex can filter these tickets and not send an advisory.

Terradex's Statement of Work (SOW) is to maintain the Excavator Environmental Advisory Service as a web service. The service includes the following:

1. **Excavation Ticket Processing.** Terradex processes incoming excavation-notifications via software script to open and transcribe incoming WV811 excavation notifications to a relational database. The script executes seven-days-per-week.
2. **Geospatial Scripting.** Terradex locates the excavation, and maps it in relation to the WVDEP sites registered with Terradex. The result can be viewed on Google Earth (as noted immediately below) and within DigClean.

3. **Maintain Dynamic Google Earth Mapping Layers.** Google Earth includes two customized layers
 - Layer displaying the sites and their boundaries
 - Layer displaying the incoming tickets (grouped by last 24 hours and more than 24 hours). This layer is updated hourly.

4. **Generate an Excavation Advisory Web Form.** If the Terradex system detects that the excavation is at a WVDEP site or close by, Terradex generates a web-based advisory form that contains as far as available the attribute information associated with both the incoming excavation (such as excavator name and contact, work address, description, date, for whom the work is done, excavation depth) and the site (site name, project manager and WVDEP contact information). This form lists the site which intersects or is closest to the excavation location, which is the site having triggered the advisory, and all sites adjacent touching the work area.

The advisory includes a map, showing the boundaries of the site(s) impacted as well as the location of the excavation.

The advisory advises about the dangers or restrictions about excavating on or near contaminated sites and to contact the project manager with any questions. The wording is provided by WVDEP and can be changed at any time. The text also includes WVDEP/OER links to Land Use Covenants for the site(s).

5. **Email the Advisory to Project Managers.** Terradex automatically and regularly reviews WV811 dig tickets 7 days a week. The review takes two modes depending upon the type of the excavation ticket that intersects the site or near the site.
 - **Excavation Tickets Location Intersects the Site or Buffer Triggering Advisory:** The advisory is sent to the appropriate WVDEP PMs whose sites have been identified near the excavation. This advisory email includes a link to the Advisory Web Page. The email includes an attached PDF of the Advisory with a hyperlink to the environmental covenant. WVDEP PMs may elect to contact the excavator and provide the Advisory

PDF or web link and provide additional guidance to the excavator to assure a safe excavation.

- **Excavation Ticket Received but Is Far from A Site:** When the excavation does not meet the advisory generation threshold based on location, then Terradex will map the location address and list the ticket on the No Advisory tab of the Dashboard.
6. **Maintain Sites in Terradex System.** WVDEP has previously set up sites in the Terradex system (mostly sites with institutional controls). The current site set up requires only minor updates, such as change in WVDEP PMs, contact information change, or occasional update of a site polygon. In addition, new sites are being added from time to time, twice a year. WVDEP provides the shape files and site attribute information, Terradex buffers them as requested and updates the WV811 layer. Maintenance tasks are typically completed within 3 business days in urgent situations faster. New site additions, assuming the data is provided in the jointly developed Excel and shapefile formats, as well as that it is complete, are generally added within a week.
7. **Provide DigClean Views of Current Activities and History.** Terradex maintains web access at www.terradox.com, which provides mapping of sites, excavations and advisories, as well as a management console.
- **Map Layers** of Sites and Excavations are presented in 3 layers:
 - **DigClean Sites:** The sites and their boundaries (same data as shown on Google Earth)
 - **Advisory Transmitted:** Excavations for which an Advisory was sent out
 - **No Advisory:** Excavations for which no Advisory was sent out
 - The **Management Dashboard** is a panel on the left side of the DigClean web application, once logged in, and includes the following navigation tabs to supporting pages:

- o **Advisory Transmit:** list of Advisories sent, showing date, recipient, link to view them as web page or PDF
- o **No Advisory:** list of excavation tickets for which no advisory has been sent, with the option to request that one will be sent. This allows the WVDEP PMs to request that additional Advisories be created and sent.
- o **New List to Update Tickets:** This is a simple listing of update tickets, their date, location information and work description.
- o **DigClean Sites:** list of sites in the system with their WVDEP ID number and Terradex Reference ID
- o **Contact:** list of WVDEP PMs with their contact information
- o **Ticket Count:** monthly count of excavation tickets processed, updated daily. This count will include a count for new tickets and update tickets.

3. Property Transfer Monitoring Service Approach

Currently in use by other state agencies, Terradex has developed a property transfer monitoring process to review and compare property ownership information at IC sites or similar sites. Under this Task, the service would be customized for use by WVDEP and provided within DigClean - the same web application as the WVDEP Excavation Advisory Service.

In summary, the Terradex property transfer monitoring service involves the following primary elements (see Table 2):

Table 2 Terradex Property Transfer Monitoring Service Overview

Service Item	Description
Parcel List & Map Layer	Interactive map and tabular list view of parcels at IC sites, including: <ul style="list-style-type: none"> ● update/refresh process to conform parcels to changing set of IC sites or IC boundaries
Property Ownership Change Detection	Public parcel data access and internal data workflow to process parcel data to identify: <ul style="list-style-type: none"> ● property ownership changes ● parcel boundary changes/splits/aggregations
Ownership Change Tracking	Tabular tracking list view and interactive map showing property ownership changes
Property Transfer Mailed Letters Generation & Tracking	Template-based property transfer advisory letter (notifying property purchaser of IC), dynamically generated upon property transfer for client preview, including: <ul style="list-style-type: none"> ● interactive tools allowing for the client to review and approve letters prior to being mailed ● process and workflow to mail letters after approval by the client for mailing. ● electronic storage of mailed letters. ● a tabular list view which tracks letters mailed, and provides access to electronic copies of mailed letters.

Under this Task, as described below as **Items 1 through 5**, Terradex will customize its property transfer monitoring service for use by WVDEP.

As to the property data input, Terradex plans to use at least two complementary public data sources to identify property transfers at WVDEP IC Sites and, in turn, to prepare notice letters for mailing to new property owners:

- The West Virginia statewide parcel dataset published by the WV GIS Technical Center will be used to establish the parcel geometry baseline and authoritative parcel identifiers for each IC Site. This dataset is refreshed annually by the State.
- Individual county assessor web resources will be used to retrieve current ownership and mailing-address information at each refresh cycle. These

sources are updated by the respective county assessors on an ongoing basis and provide the most current ownership data available.

The customization and operation of the Property Transfer Monitoring Service for WVDEP will involve the following tasks:

1. **Initial System Setup (one time).** This task will create an initial parcel interactive map layer and tabular list view within DigClean. Terradex will identify the parcel geometry and key attribute information (e.g., owner name, parcel ID, address, sale date) for each parcel encompassed by IC Sites. Based on that analysis, this task will construct a parcel layer in the DigClean "My Map" area showing both IC Site boundaries (existing Site Layer) and parcel boundaries as well as key attributes for all WVDEP IC sites.
2. **Letter Template Development (one time).** Terradex will develop a custom property notice letter template, in consultation with WVDEP. The template will include a combination of fixed language and dynamically populated parcel transfer information (e.g., identifying property identifiers, transfer date, owner name). The letter template development process also involves the DigClean customizations needed to dynamically populate the letters with parcel and ownership details as property transfers occur, as well as the customizations needed to allow for an online (DigClean) review of letters by WVDEP prior to mailing.
3. **Property Ownership Review and Boundary (twice annually).** This task involves a data-drive process for identifying new owners which, in turn, tracks and publishes list views and map views of property transfers and their date, within DigClean. Parcels with ownership changes are coded in color in DigClean map views, highlighting if there was a new, recent or past detected change. A separate list view of property transfers will provide easy access to view property transfer data. Changes to monitored site boundaries, or additions/removals of monitored sites are reviewed and parcels impacted are added or removed from the ownership review.
4. **Property Transfer Letter Generation and Mailing (twice annually).** In or around the same time as the Property Ownership Review, this task will populate *Property Transfer Notice Letter Pre Screen Listing page* within DigClean. WVDEP DigClean users will be able to review each letter and

mark which letters they approve for mailing. Terradex will mail the letters marked using a mailing service. Letter mailings are batched and will occur at the same frequency as the Ownership Transfer Review. After letters mailings, DigClean will provide tabular views, likely fashioned as *Parcel Listing View page*, identifying the IC sites or parcels at which letters were sent, and providing access to view electronic copies (stored as PDFs within the DigClean system) of the mailed letters.

- 5. Annual Updates of Parcel Map Layer and Tabular Data.** This task involves the annual updates to the parcel interactive map layer and tabular list view (described in the Initial System Setup task). These annual updates, or “refresh,” will: (1) update the parcel layer to conform with additions, termination, or modifications to the WVDEP IC sites (as provided by WVDEP); and (2) will identify and update parcel information to capture parcel splits, mergers, and boundary adjustments (note, while the ownership review process often captures these types of boundary changes, this annual process provides a second review to help assure the parcel boundary data is up to date and accurate). **Note**, as described in Exhibit A, this annual update process will first occur in 2027, approximately one year after the Initial System Setup task, described above.

Disclaimer and Limitations. The Notice Letter mailing process necessarily relies on the owner mailing address (which can differ from the situs address) provided by publicly available West Virginia Property Data information. If the WV attributes do not provide complete or accurate owners address information, Terradex will not be able to mail the Notice Letters. This SOW and Bid does not include efforts by Terradex to research or otherwise look beyond the WV attributes for mailing ownership information.

4. Pricing

The Pricing Page attached as Exhibit A provides Terradex’s proposed pricing for the services described in this SOW and Bid.

5. Terradex Business Information

Mailing Address:

Terradex, Inc.
855 El Camino Real Suite 13-225
Palo Alto, CA 94301

Federal Employer Identification Number:

68-0518787

Points of Contact:

Terradex Contract Manager

Peter Biffar
650-227-3252 (desk)
650-380-1977 (cell)
p.biffar@terradex.com

Terradex Operations/Contracts

Keith Hooper
650-227-3254 (desk)
(831) 566-6274 (cell)
k.hooper@terradex.com



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1938940
Doc Description: OER-WV Excavator Environmental Advisory Service

Reason for Modification:
 Addendum #1 is issued to publish agency responses to all vendor submitted questions and to publish E..... See Page 2 for complete info

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-04-24	2026-05-05 13:30	CRFQ 0313 DEP2600000031	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000 221600
Vendor Name: Tevadex Inc
Address: 855 ElCamino Road Suite 137-225
Street:
City: Palo Alto
State: CA **Country:** Santa Clara **Zip:** 94301
Principal Contact: Peter Biffar
Vendor Contact Phone: 650 227 3252 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN#

68-0518787

DATE

5/4/2026

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

Reason for Modification:

Addendum #1 is issued to publish agency responses to all vendor submitted questions and to publish Exhibit A Pricing Page.

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Environmental Remediation (WVDEP/OER) to establish a contract to create and maintain a West Virginia Excavator Environmental Advisory Service and Property Transfer Monitoring Service per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	West Virginia Excavator Environmental Advisory Service	1.00000	EA	<i>8,300.-</i>	<i>8,300.-</i>

Comm Code	Manufacturer	Specification	Model #
77101700			

Extended Description:

Please enter the total bid amount from the Exhibit A Pricing Payer into Commodity Line 1.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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Exhibit A – Pricing Page

1) Excavator Environmental Advisory Service

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL (each year)
1	1800	Price Per Dig Ticket	\$ 15.00	\$ 27,000.00
2	1200	Price Per Dig "Update" Ticket	\$ 9.00	\$ 10,800.00

2) Property Transfer Monitoring Service

First Year (Includes initial system data setup and letter template design)

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL (1st year)
3	1	Initial System Setup (one time)	\$ 5,000.00	\$ 5,000.00
4	1	Letter Template Development (one time)	\$ 2,500.00	\$ 2,500.00
5	2	Property Ownership and Boundary Review (twice annually)	\$ 2,500.00	\$ 5,000.00
6	2	Property Transfer Letter Generation and Mailing	\$ 1,000.00	\$ 2,000.00

Second Year

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL (2nd)
7	1	Parcel Map Layer and Data Updates (once per year) *Note this is included in item 3.0 for the first year	\$ 2,600.00	\$ 2,600.00
8	2	Property Ownership and Boundary Review (twice annually)	\$ 2,600.00	\$ 5,200.00
9	2	Property Transfer Letter Generation and Mailing	\$ 1,000.00	\$ 2,000.00

Third Year

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL (3rd)
10	1	Parcel Map Layer and Data Updates (once per year)	\$ 2,700.00	\$ 2,700.00
11	2	Property Ownership and Boundary Review (twice annually)	\$ 2,700.00	\$ 5,400.00

12	2	Property Transfer Letter Generation and Mailing	\$ 1,100.00	\$ 2,200.00
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Foruth Year

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL (4th)
13	1	Parcel Map Layer and Data Updates (once per year)	\$ 2,800.00	\$ 2,800.00
14	2	Property Ownership and Boundary Review (twice annually)	\$ 2,800.00	\$ 5,600.00
15	2	Property Transfer Letter Generation and Mailing	\$ 1,100.00	\$ 2,200.00

Total Bid Amount	\$ 83,000.00
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Quantities listed on the bid schedule are for bid evaluation purposes only and are not a guarantee of quantities to be ordered over the life of the contract. Actual quantities may be more, or less, than those stated on this schedule. Note: Modification of this pricing page will result in vendor disqualification.

Company: Towradex Inc

Name: Peter Biffar

Signature: Pete Biffar Date: 5/4/2026

SOLICITATION NUMBER: CRFQ 0313 DEP2600000031

Addendum Number:

No.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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to vendor submitted questions
2. To publish Exhibit A Pricing Page. Vendors should enter the total bid amount from the Exhibit A Pricing Page into Commodity Line 1 in wvoasis.

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

RFI: Questions from vendors for CRFQ DEP 26*31 WV Excavator Environmental Advisory Service

Q.1. The solicitation includes 2 very distinct services, but the bid pricing asks for a single unit price, see attached or online.

4.1 Excavator Environmental Advisory Service is a per ticket unit pricing, and a unit price worked well in the past. Based on experience about 40% of the 811 Tickets are of type "Update". The update tickets do not provide much new information and we have been asked this year to no longer issue advisories for them. It doesn't seem fair to charge a full price, but since they still cost us, we should charge something. We could submit a bid with a weighted average, based on the 40% updates.

A. A weighted average would be acceptable. I would suggest the vendor conservatively use the last 8-10 years of data to determine the percentage of update vs. original Dig Tickets. WVDEP does not readily have access to that information. We could create a separate line item for original dig tickets vs. update dig tickets, but I would have no way to audit that information.

Q.2. 4.2 **Property Transfer Monitoring Service** doesn't really have transactional units to price. In the context of the service requirement there are three distinct units of service.

- **Setup Unit.** One time effort to build the parcel layer, develop the letter template, the list to show the information on the website, and a web based preview listing.
- **Annual Update of the Parcel Layer Unit.** This step updates the sites to be included, but also updates the parcels intersecting with the site shapes, since parcels change (split, merge, etc.) .
- **Semi Annual Ownership Review Unit.** This step includes updating the owner names, identifying the ownership changes, preparing the letter for preview and sending the selected ownership change letters.

A. Please see the attached Pricing Page that was omitted from the solicitation in error. Please include the necessary line items for the bid process. Note that the first year of the contract will have a different process than the subsequent years of the contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP26*31

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.

Terradax

Company
Pat B.

Authorized Signature
5/4/2026

Date

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. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

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.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Submission Deadline: 4/22/2026 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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

VENDOR NAME:

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP2600000031

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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

Bid Opening Date and Time: 05/05/2026 @ 1:30 PM ET

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

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

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

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

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

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

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

22. **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.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Peter Biffar
(Address) Tevradex 855 El Camino Real Suite 137A-225 Palo Alto CA 94301
(Phone Number) / (Fax Number) 650-227-3252
(email address) p.biffar@tevradox.com

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

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

Tevradex Inc
(Company) Peter Biffar
(Signature of Authorized Representative)
Peter Biffar CEO 5/4/2026
(Printed Name and Title of Authorized Representative) (Date)
650-227-3252 Cell 650-380-1977
(Phone Number) (Fax Number)
p.biffar@tevradox.com
(Email Address)

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.

Terradex

Company

Plt B/J

Authorized Signature

5/4/2026

Date

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

REQUEST FOR QUOTATION
WV Excavator Environmental Advisory and Property Transfer Notification Service

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Environmental Remediation (WVDEP/OER) to establish a contract to create and maintain a West Virginia Excavator Environmental Advisory Service and Property Transfer Monitoring Service. This Excavator Environmental Advisory Service shall inform WVDEP/OER when excavations are scheduled to occur within the boundaries, or buffer zones, of contaminated sites which have institutional controls in place. The Property Transfer Monitoring Service will monitor and track ownership and parcel boundary changes at contaminated sites with institutional controls in place. These boundaries and institutional controls are outlined in the sites' land use covenants.
- 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. "Buffer Zone"** means a 100-foot extension around the boundaries of the site(s).
 - 2.2. "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 and on the pricing pages.
 - 2.3 "Institutional Controls"** means non-engineered instruments, such as administrative and legal restrictions, designed to minimize human exposure to contamination and protect the integrity of cleanup remedies.
 - 2.4. "KML"** means keyhole markup language.
 - 2.5. "LUC"** means Land Use Covenant.
 - 2.6. "OER"** means Office of Environmental Remediation.
 - 2.7. "Parcel"** means a legally defined, distinct, and measurable unit of land often identified by a unique number for taxation, ownership, and zoning purposes.
 - 2.8. "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.
 - 2.9. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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- 2.10. **“WVDEP”** means West Virginia Department of Environmental Protection.
- 2.11. **“WV811”** means the not-for-profit, private corporation, whose purpose is to receive notification of proposed excavation, demolition, or other earth disturbing activities from persons planning to do such work.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications. Failure to meet the following minimum qualifications will result in disqualification.
- 3.1 Vendor must have a minimum of 5 years’ knowledge and experience of the long-term stewardship requirements of environmentally contaminated properties.
 - 3.2 Vendor must have a minimum of 5 years’ experience in the implementation of large-scale site mapping and monitoring of contaminated properties, statewide, using geospatial data and technologies.
 - 3.3 Vendor must be able to interface with the West Virginia 811 system, and associated contractors, to send geospatial and property data updates as well as receive, monitor, and respond to corresponding WV811 Dig Tickets.
 - 3.4 Compliance with qualification and experience requirements will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision.
4. **CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor shall provide agency with the contract items listed below on an open-end and continuing basis. Contract items must meet or exceed the mandatory requirements as shown below. Failure to meet all standards provided will result in disqualification of bids.
- 4.1 **Excavator Environmental Advisory Service:** This service shall inform WVDEP/OER when excavation is set to occur within the boundaries, or buffer zones, of sites with institutional controls in place as outlined in the site’s LUC. This contract shall provide for all equipment, materials, labor, and incidentals to create and maintain a web-based excavator environmental advisory service.
 - 4.1.1 Vendor shall develop and maintain a system to track sites which have institutional controls in place and excavation tickets submitted to WV811. OER shall provide the vendor with shapefiles and property data of monitored sites so they can be added to the system. It shall be the responsibility of the vendor to add the buffer zone to each shape file

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submitted to them. It shall be the responsibility of the vendor to submit monitored site data to WV811. This system is to be updated two (2) times annually. Updates are to be completed within three (3) business days of submittal by OER.

4.1.2 Vendor shall monitor all incoming excavation notices received through WV811.

4.1.3 Vendor shall locate the excavations and map them in relation to the WVDEP/OER sites utilizing KML.

4.1.3.1 One layer shall display the site's boundaries.

4.1.3.2 Another layer shall display the incoming tickets. This layer is to be updated hourly.

4.1.4 When an excavation ticket's location falls within the boundaries, or buffer zone, of a monitored site(s), vendor shall generate an advisory notification that is to be sent to the designated OER staff for that site.

4.1.4.1 Advisory notifications are to be sent electronically. They shall include, but are not limited to, the following information:

4.1.4.1.1 Contact information for the potential excavator (Name, phone number, and email).

4.1.4.1.2 Contact information for the WVDEP/OER Project Manager (Name, phone number, and email).

4.1.4.1.3 Details regarding the work to be performed: address, nearest intersection, work description, work date, who work is being done for, excavation depth, location details which should include driving directions and excavation coordinates.

4.1.4.1.4 Map showing location of proposed excavation and the boundaries of the site(s) impacted.

4.1.4.1.5 Statement regarding the dangers of excavating on or near contaminated sites and to contact the project manager with any questions.

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4.1.4.1.6 Links embedded to view the Land Use Covenant(s) for the site(s) from WVDEP/OER's website.

4.1.5 Vendor shall provide a website for OER to view current activities and history. The website shall provide mapping layers of sites and their boundaries, excavations for which an advisory form was sent out, and excavations for which no advisories were sent. It should also contain the following information in table format:

4.1.5.1 List of advisories sent showing date, recipient, and a link to view each one as a web page or PDF.

4.1.5.2 List of excavation tickets for which no advisory has been sent, with the option to request that one be sent.

4.1.5.3 List of sites in the system with their WVDEP Identification Number.

4.1.5.4 List of contacts in the system with their contact information.

4.1.5.5 Monthly count of excavation tickets processed, updated daily.

4.1.6 It shall be the vendor's responsibility to provide WV811 with all site mapping information provided to them by OER.

4.1.7 It shall be the vendor's responsibility to pay WV811's cost per dig ticket.

4.1.8 It shall be OER's responsibility to provide the list of contacts to be alerted for each site being monitored and provide updates as necessary.

4.2 Property Transfer Monitoring Service: This service will monitor and track ownership and parcel boundary changes at contaminated sites with institutional controls in place. This contract shall provide for all equipment, materials, labor, and incidentals to create and maintain a Property Transfer Monitoring Service.

4.2.1 Vendor shall develop and maintain a system to track and inventory LUC properties and property changes. The system shall include an interactive map layer and a list of subject properties. OER shall provide the vendor with shapefiles and property data of monitored sites so they can be added to the system. This system is to be updated one (1) time annually. Updates are to be completed within three (3) business days of submittal by OER.

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- 4.2.2** Vendor shall review and compare current property information to past property information (established during the implementation of the LUC) to identify the changes in property ownership and changes in parcel boundaries through splits or aggregations. Property reviews shall be done two (2) times annually.
- 4.2.3** Vendor shall create a letter template, based on formatting and content input from OER. When property changes are detected, Vendor shall generate letter(s) with new owner and transfer information populated. Generated letters will be listed in an online system for review and approval by OER before sending letters to property owners. Vendor will mail OER-approved letters to affected property owners two (2) times annually. A log of letters will be maintained within the online system.
- 4.2.4** Vendor shall notify OER of changes in property ownership or property boundaries two (2) times annually via email.

5. CONTRACT AWARD

5.1 Contact Award: The Contract is intended to provide Agency with purchase prices 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 bid amounts as shown in the Pricing Pages.

5.2 Pricing Page: 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.

6. ORDERING AND PAYMENT: This is an indefinite quantity contract for the services specified in this RFQ for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.

6.1 Payment to the Vendor will be made on the basis on the unit prices established in the Pricing Pages and subsequent Contract.

6.2 The Vendor shall be responsible for all costs associated with the performance of this Contract that are not included in the Pricing Pages or subsequent Contract.

6.3 The Vendor shall generate invoices on a quarterly basis from the effective start date of the Contract.

Invoices must be emailed to depdlrprocurement@wv.gov or mailed to the office listed below:

REQUEST FOR QUOTATION
WV Excavator Environmental Advisory and Property Transfer Notification Service

West Virginia Department of Environmental Protection
Office of Environmental Remediation
1000 Technology Drive
Fairmont, WV 26554
Attn.: Curtis Phillips

8. ADDITIONAL INFORMATION & REQUIREMENTS:

- 8.1** The Contract shall be awarded to the lowest bid Vendor that provides the Contract Items meeting the required specifications and qualifications for the lowest overall TOTAL BID AMOUNT(s) as shown on the Pricing Page. Selection will be based on the lowest overall bid Vendor.

9. VENDOR DEFAULT:

- 9.1** The following shall be considered a Vendor default under this Contract.
- 9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 9.1.2** Failure to comply with other specifications and requirements contained herein.
 - 9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 9.1.4** Failure to remedy deficient performance upon request.
- 9.2** The following remedies shall be available to Agency upon default.
- 9.2.1** Immediate cancellation of the Contract.
 - 9.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3** Any other remedies available in law or equity.

10. MISCELLANEOUS:

REQUEST FOR QUOTATION
WV Excavator Environmental Advisory and Property Transfer Notification Service

10.1 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____