



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 3

List View

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

Procurement Folder: 1945307

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: COPPERHEAD ENVIRONMENTAL CONSULTING INC

Alias/DBA:

Total Bid: \$115,800.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2600000033

Published Date: 5/14/26

Close Date: 5/27/26

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 3

Total of All Attachments: 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Hibernacula Survey, based on per site, per night	20.00000	EA	5550.000000	111000.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Commodity Line Comments: Delivery days are estimated and will be determined upon award of the contract. The Agency will provide survey details to Copperhead by June 30th, 2026. Copperhead will conduct surveys between September 15th, and October 31, 2026. Copperhead will submit a draft report within 30 days of field work completion. Copperhead will submit a final report within 30 days of receipt of Agency edits/comments.

Extended Description:

Hibernacula Survey, based on per site, per night. Esitmated quantities are for bid purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Acoustic Surveys, based on per site, per night	20.00000	EA	240.000000	4800.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Commodity Line Comments: Acoustic Surveys and Harp Trap Surveys will be conducted simultaneously. Delivery days are estimated and will be determined upon award of the contract. The Agency will provide survey details to Copperhead by June 30th, 2026. Copperhead will conduct surveys between September 15th, and October 31, 2026. Copperhead will submit a draft report within 30 days of field work completion. Copperhead will submit a final report within 30 days of receipt of Agency edits/comments.

Extended Description:

Acoustic Surveys, based on per site, per night. Esitmated quantities are for bid purposes only.



COPPERHEAD
ENVIRONMENTAL CONSULTING

VENDOR NAME: Copperhead Environmental Consulting, Inc.

26 May 2026

VENDOR CODE: 000000165530

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP2600000033

BID OPENING DATE: 14 May 2026

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 859-925-9816

RE: Proposal for Fall Bat Hibernaculum Surveys for the Abandoned Mine Lands Project in the Northern Region of West Virginia

Mr. Hager,

Copperhead Environmental Consulting, Inc. (Copperhead) is pleased to submit the attached proposal to conduct a fall bat hibernaculum presence/probable absence survey for the Abandoned Mine Lands Project in the Northern Region of West Virginia. Copperhead is proud to be a small business and is actively listed as such within WV OASIS. This, combined with our technical expertise with threatened and endangered bat species and our experience conducting hibernacula surveys, makes us ideally suited to serve your environmental service needs.

We hope this proposal provides the information you require for review. If you have any questions regarding this submittal, or need additional information, please do not hesitate to contact me.

Sincerely,

Zachary Baer

Senior Wildlife Biologist/Project Manager

(724) 549-6739

zbaer@copperheadconsulting.com

COPPERHEAD ENVIRONMENTAL CONSULTING, INC.

P.O. BOX 73 ■ 471 MAIN STREET ■ PAINT LICK, KENTUCKY 40461

(859) 925-9012 OFFICE (859) 925-9816 FAX

www.copperheadconsulting.com

INTRODUCTION

Copperhead Environmental Consulting, Inc. (Copperhead) is pleased to provide the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) a cost estimate and technical proposal to fall presence/probable absence (P/A) bat surveys portals located within the northern region of West Virginia. Surveys will follow the 2026 U.S. Fish and Wildlife Services (USFWS) *Range-wide Indiana Bat & Northern Long-Eared Bat Survey Guidelines* (Guidance).

FALL PRESENCE/PROBABLE ABSENCE SURVEY

Study Plan Preparation

Prior to the start of capture surveys, a Study Plan outlining the survey level of effort (LOE) and methodology will be submitted to USFWS and West Virginia Department of Natural Resources (WVDNR) for approval.

Survey Level of Effort

To determine P/A of listed bat species (Indiana bat [*Myotis sodalis*], northern long-eared bat [*Myotis septentrionalis*], and tricolor bat [*Perimyotis subflavus*]) at a potential hibernacula, the Guidance recommends one night of harp trap survey be completed per week for six weeks (a total of six nights of survey) during the fall survey period (15 September – 31 October). However, the Guidance also states that if no bats are captured during the first two nights of P/A survey the survey can be suspended and considered complete. Additionally, the survey solicitation documents state that if a listed species is captured at any point during the survey, no further surveys will be required at that hibernacula.

Harp Trap Survey

A harp trap will be set to completely cover the portal entrance and supplemental materials (e.g., Bird-X netting) may be used to block potential escape paths. If deemed more appropriate, a mist-net may be deployed at the portal entrance instead of a harp trap. Weather permitting, surveys will occur for a minimum of five hours after sunset each night. If captures increase during the survey or if 6 or more bats of any species are captured during the last hour of monitoring, the survey effort must continue until activity declines, or fewer than six bats are captured per hour. Survey nights at each respective portal will be separated by at least one week unless weather conditions dictate otherwise. All weather-related survey date modifications will be coordinated with and approved by WVDEP/AML and USFWS.

Bats will be live-caught and released unharmed near the point of capture. Biological and morphometric data will be recorded for each captured individual (e.g., species, sex, age class, reproductive condition, mass, and forearm length). All bats captured will either be banded or temporarily marked to identify recaptures. Representative photographs of various individuals

will be taken, and processing will be completed within 30 minutes from the time the bat is removed from the trap. Time, weather, GPS location of each site and hourly weather conditions will also be recorded. All data will be recorded and included in final reports.

Acoustic Survey

An Anabat bat detector (Titley Electronics Pty Ltd, Ballina, NSW Australia) will be placed near the entrance of each portal during survey activities to document bat activity. Per the Guidance, this data will be used to determine the number of bat passes per hour during the survey period. All survey equipment will be removed from the portal entrance each night immediately following the conclusion of the survey.

Weather

Surveys cannot be conducted during inclement weather (i.e., temperatures that fall below 50°F during the first two hours of survey or below 40°F at any time during the survey period, precipitation that exceeds one half hour or continues intermittently throughout the survey period, or sustained wind speeds strong enough to move equipment more than 50 percent of the time); in these instances, the survey will be suspended, and the portal resurveyed.

Reporting

Copperhead will compile the results of the portal P/A survey for submittal to USFWS and WVDNR. The report will contain a summary of the field surveys, maps of the portal locations, field data, and representative photographs of each harp trap/mist-net set. The report will contain sufficient detailed information to fulfill the USFWS and WVDNR requirements for reporting. GIS shapefiles will be provided to WVDEP/AML of the assessment results. Up to one report revision will be completed following any requests by WVDEP/AML, resulting in a draft and final submittal of the report.

Schedule

Copperhead anticipates conducting the P/A surveys between 15 September and 31 October 2026. We anticipate the survey will require one team of two biologists for one night a week for a period of six weeks (total of six nights of survey per portal). Staff will monitor weather conditions leading up to the assessment and inform WVDEP/AML of any delays at the earliest possible opportunity.

A P/A survey report will be provided to WVDEP/AML within 30 days of field work completion for revisions. Once returned revisions to the draft report will be submitted to WVDEP/AML within 30 days.

ASSUMPTIONS

Our cost estimate is based on the following assumptions:

- Up to six nights of survey (each night separated by a week) will be completed at each suitable portal prior to 31 October 2026.
- Six team mobilizations will be needed to complete all nights of P/A surveys.
- Up to five individual portals will be surveyed per week.
- Reporting and mobilization costs are included and distributed evenly in the per night/lump sum costs.
- WVDEP/AML will provide Copperhead with all necessary information on potential hibernaculum.
- WVDEP/AML will secure landowner permission for Copperhead employees to access the portals.
- If a listed bat is captured at any time during the survey period at a portal, no additional P/A surveys will be required at that portal.
- If no bats are captured during the first two nights of survey at a portal, no additional P/A surveys will be required at that portal.
- If sites cannot be completed by the end of the survey period, Copperhead will notify WVDEP/AML. WVDEP/AML personnel (and potentially Copperhead) will discuss the issue with USFWS before deciding if additional survey(s) in the spring will be required.
- No project specific health and safety training or personal protective equipment (e.g., respirators, oxygen monitors, etc.) will be required.



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
 Consulting

Proc Folder: 1945307
Doc Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg
Reason for Modification:
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-04-28	2026-05-14 13:30	CRFQ 0313 DEP2600000033	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000165530
Vendor Name : Copperhead Environmental Consulting
Address : 471
Street : Main Street
City : Paint Lick
State : Kentucky **Country :** United States **Zip :** 40461
Principal Contact : Chris Leftwich
Vendor Contact Phone: 859-925-9012 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Chris Leftwich* **FEIN#** 27-0083689 **DATE** 05/26/2026

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish a contract to conduct surveys of unreclaimed or reclaimed mine portals for potential habitation by threatened or endangered species, as determined by the US Fish and Wildlife Service (USFWS) in the Northern Region of West Virginia per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hibernacula Survey, based on per site, per night	20.00000	EA	\$5,550.00	\$111,000.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Hibernacula Survey, based on per site, per night. Esitimated quantities are for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Acoustic Surveys, based on per site, per night	20.00000	EA	\$240.00	\$4,800.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Acoustic Surveys, based on per site, per night. Esitimated quantities are for bid purposes only.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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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:

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

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

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

SOLICITATION NO.:

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:

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

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ 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) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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.

(Company)
Chris Leftwich

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(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 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.

Company

Chris Leftwich

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish a contract to conduct surveys of unreclaimed or reclaimed mine portals for potential habitation by threatened or endangered species, as determined by the US Fish and Wildlife Service (USFWS) in the Northern Region of West Virginia. Such species include the Indiana bat (*Myotis sodalis*), Northern long-eared bat (*Myotis septentrionalis*), Virginia big-eared bat (*Corynorhinus townsendii virginianus*), Gray bat (*Myotis grisescens*), and the proposed Tri-colored bat (*Perimyotis subflavus*). Should additional species be listed as Threatened or Endangered by the USFWS, those species may be included in this Contract.

Bat surveys conducted under this contract are performed at abandoned underground mine portals throughout the state. These sites pose hazards to those entering the site. Typical hazards include, but are not limited to, weather related hazards, uneven terrain, and wildlife. The sites also include hazards unique to abandoned mine sites, including (but not limited to) unstable highwalls, dangerous embankments, open mine portals, hazardous water bodies, and the potential for hazardous atmospheres from the mines.

- 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 “Acoustic Bat Survey”** means a non-invasive method used to study bat populations by recording their echolocation calls by deploying bat detectors in various habitats to capture the sounds made by bats during their foraging and social interactions.
- 2.2 “Agency”** means the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML).
- 2.3 “Contract Services”** means the completion of Potential Hibernacula Surveys at multiple sites across the state, as more fully described in these specifications.
- 2.4 “Harp Trap”** means a device used to capture bats without exposing them to disentangling from traps like mist nets and hand nets. It utilizes the bats’ natural flight behavior, where they turn perpendicular to the ground to pass between obstacles, causing them to drop unharmed into a collection chamber below. Harp traps are utilized to survey the potential hibernacula.
- 2.5 “Northern Region”** means Barbour, Berkeley, Brooke, Doddridge, Gilmer, Grant, Hancock, Harrison, Lewis, Marion, Marshall, Mineral, Monongalia, Morgan, Ohio,

REQUEST FOR QUOTATION
**Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region**

Pendleton, Pleasants, Pocahontas, Preston, Randolph, Taylor, Tucker, Tyler, Upshur, Wirt, and Wood Counties in West Virginia.

- 2.6 “Potential Hibernacula Survey”** means on-site surveys of underground mine portals using harp traps to determine the presence or absence of bat species listed as endangered or threatened by the United States Fish and Wildlife Service (USFWS).
- 2.7 “Pricing Page”** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.8 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.9 “Survey Period” or “Sampling Period”** means the date range identified by the USFWS during which the Potential Hibernacula Surveys detailed in this RFQ can be performed. Based on the current guidelines, the Survey must be conducted between September 15 and October 31, though the timing may be adjusted based upon local weather conditions and consultation with the USFWS.
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1.** The Consultant’s shall be designated, registered, or identified as a Qualified Bat Surveyor by the USFWS. The USFWS WV Field Office maintains this list, the most current of which can be found at <https://www.fws.gov/media/indiana-bat-2020-surveyors-west-virginia>
- 3.2.** Should the Consultant be designated or registered as a Qualified Bat Surveyor by the USFWS but not listed on the website above, the Consultant can provide written documentation from the USFWS WV Field Office.
- 3.3.** The Consultant shall have a minimum of (2) years experience in performing bat surveys.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

4. MANDATORY REQUIREMENTS:

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

4.1.1 Potential Hibernacula Surveys

4.1.1.1 Prior to each survey period, the agency will provide a list of specific projects for sampling. Because agency project volumes fluctuate, the number of potential hibernacula portals requiring survey may vary significantly each year; the consultant must accommodate these annual variations in workload throughout the contract term.

4.1.1.2 The Consultant shall be responsible for obtaining any permits from the USFWS and/or WVDNR. This responsibility shall include, but may not be limited to, paying any fees required for the permit(s), and providing any sampling plan or other information required to obtain the permit(s).

4.1.1.3 All surveys shall be conducted in accordance with the survey protocol detailed in the USFWS Range-wide Indiana bat and Northern Long-eared Bat Survey Guidelines, Appendix H, last updated March 2024. Should the USFWS release a new revision of the document, the newest version should be utilized. The current version of the survey guidelines can be obtained at <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>

4.1.1.4 The Consultant is authorized to conduct acoustic surveys if they are specifically requested or required in writing by WVDNR and/or USFWS, or is specifically requested by the Agency or an Agency Representative.

4.1.1.5 Surveys may be conducted on mine portals, subsidence holes, silos, or other abandoned structures at unreclaimed mine sites, or on previously installed bat gates.

4.1.1.5.1 For surveys completed on existing bat gates, the Consultant shall, to the best of their ability, inspect the

REQUEST FOR QUOTATION
**Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region**

bat gate and provide documentation on the integrity of the gate structure.

4.1.1.6 The Agency will provide a written Work Directive (**Attachment B**) via electronic mail that provides the necessary project information needed by the consultant to complete the surveys by June 30th of the same calendar year in which the Potential Hibernacula Surveys will be completed. Such information may include, but may not be limited to, the following:

- 4.1.1.6.1** Results of Phase 1 Habitat Assessment of Potentially Suitable Hibernacula previously completed for the project
- 4.1.1.6.2** OSM 51 Document that details the project
- 4.1.1.6.3** Topographic maps
- 4.1.1.6.4** Aerial photographs
- 4.1.1.6.5** Latitude and Longitude coordinates necessary to complete the survey.
- 4.1.1.6.6** Mine maps relevant to the project/site.
- 4.1.1.6.7** Signed Exploratory Right of Entry agreements between the Agency and the Property Owner(s)
- 4.1.1.6.8** Property Owner contact information
- 4.1.1.6.9** Reclamation plan for the proposed projects
- 4.1.1.6.10** As-Built maps detailing the reclamation performed at the site (previously completed projects only)
- 4.1.1.6.11** WVDEP/AML Contact(s) for each project.

4.1.1.7 The Agency Representative will visit the site with the Consultant upon request by the Consultant.

4.1.2 Accepted Deviations from the Guidelines – through conversations with USFWS, it has been determined that surveys conducted by the Agency, in accordance with Section 4.1.1.4 above, can deviate from the established guidelines as follows:

4.1.2.3 Should a species listed as Endangered, Threatened, Proposed by the USFWS be captured, no further surveys will be required on that portal.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

4.1.2.4 Should the Consultant not be able to complete the required surveys by the end of the survey period, the Consultant shall notify WVDEP/AML. Agency personnel (and potentially the Consultant) will discuss the issue with USFWS before deciding if additional survey(s) in the spring will be required.

4.1.2.5 Payment will only be made for sites in which all required surveys have been completed.

4.1.3 Deliverables

4.1.3.3 The Consultant shall prepare and submit a written report to the Agency detailing the results of the Potential Hibernacula Survey(s). The report shall be submitted to the Agency via electronic mail within 30 days of completing ALL surveys. After review, the Agency may require revisions to the report, which will be provided to the Consultant within 10 days of receipt by the Agency. The Consultant shall submit the final report to the Agency within 30 days of the comments provided by the Agency. The Agency may provide additional time upon the receipt of a written request by the Consultant.

4.1.3.4 The report shall include the following information:

- 4.1.3.4.1** Textual description of each survey conducted, including a discussion of the results of each survey
- 4.1.3.4.2** Sample Data Sheets for each portal/night
- 4.1.3.4.3** Date and time of surveys
- 4.1.3.4.4** Weather on survey nights
- 4.1.3.4.5** Survey method
- 4.1.3.4.6** Species captured
- 4.1.3.4.7** Sex and reproductive condition of captured bats
- 4.1.3.4.8** Photographs of traps after setup
- 4.1.3.4.9** Photographs of any Federally Endangered, Threatened, or Proposed species captured
- 4.1.3.4.10** Any additional information required by WVDNR and/or USFWS
- 4.1.3.4.11** A description of the integrity of the bat gate structure (only for portals that have been previously abated).

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

4.1.3.5 The Consultant shall submit any reports to the WVDNR and/or USFWS, as required by any permits.

5. CONTRACT AWARD:

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

5.2 AVS Form: Vendor must complete an AVS (Applicant Violator System) form to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement. This requirement applies to contractors and their sub-contractors and is found under OSMRE's regulations at 30 CFR 874.16. Vendor must sign and date it. Form must be completed within 30 days of award to be considered for award. The completion of the form will be requested by the Agency after evaluation and prior to award of the purchase order

5.3 Pricing Page: Vendor should complete the Pricing Page by providing a per portal, per night cost of the Potential Hibernacula Surveys. Additionally, 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. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay the total contract price, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. INVOICING:** Vendor shall submit invoices within 30 days after the submission of the final report. Invoices shall be submitted via email to DEPDLRProcurement@wv.gov.
- 9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

10. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

11. VENDOR DEFAULT:

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

- 11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 11.1.2.** Failure to comply with other specifications and requirements contained herein.
- 11.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

11.1.4. Failure to remedy deficient performance upon request.

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

11.2.1. Immediate cancellation of the Contract.

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

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. 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: Zachary Baer

Telephone Number: 724-549-6739

Fax Number: 859-925-9816

Email Address: zbaer@copperheadconsulting.com

**WEST VIRGINIA
SECRETARY OF STATE
BETTY IRELAND
ADMINISTRATIVE LAW DIVISION**

Do Not Mark In This Box

2008 MAR 27 PM 9:00:17

SECRETARY OF STATE

Form #6

**NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE RULE AUTHORIZED
BY THE WEST VIRGINIA LEGISLATURE**

AGENCY: DOC, DNR, Wildlife Resources Section TITLE NUMBER: 58

AMENDMENT TO AN EXISTING RULE: YES NO

IF YES, SERIES NUMBER OF RULE BEING AMENDED: 42

TITLE OF RULE BEING AMENDED: Wildlife Scientific Collecting Permit

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: _____

TITLE OF RULE BEING PROPOSED: _____

THE ABOVE RULE HAS BEEN AUTHORIZED BY THE WEST VIRGINIA LEGISLATURE.

AUTHORIZATION IS CITED IN (house or senate bill number) HB 4255

SECTION 64-10-3(e), PASSED ON March 7, 2008

THIS RULE IS FILED WITH THE SECRETARY OF STATE. THIS RULE BECOMES EFFECTIVE ON THE
FOLLOWING DATE: March 27, 2008


Authorized Signature

\$3.00

**TITLE 58
LEGISLATIVE RULE
DEPARTMENT OF COMMERCE
DIVISION OF NATURAL RESOURCES**

**SERIES 42
WILDLIFE SCIENTIFIC COLLECTING PERMIT**

Filed June 5, 2007 – Form 2 – Notice of a Comment Period on a Proposed Rule

Filed July 19, 2007 – Form 3 – Notice of Agency Approval of a Proposed Rule
And Filing with the Legislative Rule-Making Review Committee

Filed November 5, 2007 – Form 4 – Notice of Rule Modification of a Proposed Rule

TITLE 58
LEGISLATIVE RULE
DEPARTMENT OF COMMERCE
DIVISION OF NATURAL RESOURCES

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SERIES 42
WILDLIFE SCIENTIFIC COLLECTING PERMIT

§58-42-1. General

1.1. Scope and Purpose. -- This legislative rule establishes procedures and requirements for the application and issuance of scientific collecting permits.

1.2. Authority. -- W. Va. Code §§20-1-7(30) and 20-2-50.

1.3. Filing Date. -- March 25, 2008

1.4. Effective Date. -- March 25, 2008

§58-42-2. Definitions

2.1. "Director" means the Director of the Division of Natural Resources.

2.2. "Division" means the West Virginia Division of Natural Resources.

2.3. All other terms have the meaning prescribed in W.Va. Code §20-1-2.

§58-42-3. Application

3.1. An applicant for a wildlife scientific collecting permit shall submit an application to the Director or his or her designated representative on the forms prescribed by the Director.

3.2. The application form shall contain the following information:

3.2.1. The name, address and telephone number of the applicant;

3.2.2. The applicant's institutional affiliation, if any;

3.2.3. The applicant's profession;

3.2.4. The specific manner of collection, collection dates and collection locations;

3.2.5. The purpose for which specimens are to be collected;

3.2.6. The disposition of collected specimens; and

3.2.7. A listing of the species and numbers of species to be collected.

§58-42-4. Conditions of Issuance, Denial, and Revocation

4.1. The Director shall determine if an applicant possess the appropriate educational and professional experience to collect and handle wildlife designated on the permit.

4.2. The Director shall not issue permits for the purpose of killing deer or bear.

4.3. The Director may place restrictive provisions on the permit to minimize the unnecessary loss of the State's wildlife. These restrictions may include:

4.3.1. Limitations on species and/or the number to be taken;

4.3.2. Limitations on the manner and/or equipment used to take wildlife; and

4.3.3. Limitations on the locations and/or time of year of collections;

4.4. The Director may deny a permit based on:

4.4.1. Inappropriate conduct of the applicant, including but not limited to, past or current violations of federal or state wildlife laws or rules or regulations;

4.4.2. Past noncompliance of the applicant with permit provisions; and

4.4.3. The current population status of wildlife to be collected, such as federally threatened or endangered species, or other conditions which necessitate a ban or limitation of any taking.

4.5. The Director may revoke any permit for the following reasons:

4.5.1. A permittee's noncompliance with permit provisions;

4.5.2. Violation of state or federal laws or rules or regulations by the permittee; or

4.5.3. For good cause.

4.6. The permittee shall contact the Division - Law Enforcement Section prior to initiating the taking of wildlife within the time period shown on the permit if notice is required as a condition of the permit.

4.7. The permittee shall contact the Division - Wildlife Resources personnel within the time period shown on the permit, if contact is required as a condition of the permit.

4.7.1. The permittee shall notify the Division - Wildlife Resources Section contact listed on the permit within twenty-four (24) hours of the occurrence of any unexplained deaths occurring in wildlife captured or held under his or her permit.

4.7.2. The permittee shall notify the Division of Natural Resources - Wildlife Resources Section contact listed on the permit within twenty-four (24) hours of the occurrence of any diseased wildlife captured or held under his or her permit.

§58-42-5. Permit Length

5.1. The Director shall determine the length of the permit, but may not issue a permit which extends beyond the end of the calendar year.

§58-42-6. Record Keeping and Reporting

6.1. The permittee shall submit a report on forms prescribed by the Director to the Wildlife Resources Section no later than forty-five (45) days after the termination date of the permit.

§58-42-7. Penalties

7.1. Any person who fails to obtain a scientific wildlife collecting permit or to comply with any of the provisions of the permit is subject to the penalties as prescribed in W. Va. Code §20-7-9.

§58-42-8. Fees

8.1. The annual fees for scientific collecting permits are as follows:

- 8.1.1. Consultants - \$200.00;
- 8.1.2. Out-of-state academics or students - \$25.00;
- 8.1.3. In-state academics or students – No fee;
- 8.1.4. Falconers - \$25.00; and
- 8.1.5. State agencies (in- or out-of-state), federal government, non-profit groups – No fee

8.2. Fees shall accompany the application.



west virginia department of environmental protection

Division of Land Restoration
601 57th St SE
Charleston, WV 25304
Phone: 304-926-0440

Harold D. Ward, Cabinet Secretary
dep.wv.gov

Date

Vendor Name
Vendor Address
Vendro Address

SUBJECT: Work Plan #
Purchase Order #

The following information identifies the site which will require the services of your firm:

A. GENERAL DESCRIPTION

1. Name of Site:
Permit Number:
Department: Abandoned Mine Lands (AML)
County:
Date Called: Date/Time

B. WORK TO BE PERFORMED

Complete Phase II Survey if needed

Engineer/Supervisor (Print Name)

Engineer/Supervisor Signature

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

***Please note that any reference to the Department of Administration, Purchasing Division should be replaced with the Department of Environmental Protection on any Construction/Reclamation Projects that are processed under the Department’s Exemption (Senate Bill 474).**

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The West Virginia Department of Environmental Protection and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

Contracts awarded for the Office of Abandoned Mine Lands & Reclamation (AML) projects require the Vendor to complete the Contractor Information Form (AVS) to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE).

(<https://www.osmre.gov/programs/regulating-coal-mines/avs>). This requirement applies to Contractors and their Sub-contractors and is found under OSMRE's regulations at CFR Title 30, Chapter VII, Subchapter R, Part 874.16:

<https://www.ecfr.gov/current/title-30/chapter-VII/subchapter-R/part-874>

Vendors should submit the most recent version with their bid documents. Form must be signed and dated within the last 30 days for vendors' bid to be considered for any current solicitation.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- . Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- a. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the

equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. (2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. BUILD AMERICA, BUY AMERICA ACT.

(2 C.F.R. §184)

The Build America, Buy America Act requires that iron, steel, manufactured products, and construction materials used in applicable federally funded infrastructure projects be produced in the United States. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at

<https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Secretary of the National Intelligence or the Secretary of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

16. PROHIBITION ON PROCUREMENT OF COVERED UNMANNED AIRCRAFT SYSTEMS FROM COVERED FOREIGN ENTITIES.

(48 C.F.R. 52.240-1)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain Unmanned Aircraft Systems (i.e., drones) on federal or federally assisted projects that do not comply with the [American Security Drone Act of 2023](#) (effective Dec 22, 2025), which states an agency may not procure any covered unmanned aircraft system that is manufactured or assembled by a covered foreign entity, which includes associated elements related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System. The Federal Acquisition Security Council, in coordination with the Secretary of Transportation, shall develop and update a list of associated elements.
- (4) Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities-(Nov 2024) [eCFR :: 48 CFR 52.240-1 -- Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities. \(FAR 52.240-1\)](#) disallows the Vendor and State from the following:
 - (i) Delivering any Federal Acquisition Security Council (FASC)-prohibited unmanned aircraft (*i.e.*, drones) and associated elements (sections 1823 and 1826 of [Pub. L. 118-31, 41 U.S.C. 3901 note](#) prec.)
 - (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of [Pub. L. 118-31, 41 U.S.C. 3901 note](#) prec.); and
 - (iii) On or after December 22, 2025, using Federal funds for the procurement or operation of an FASC-prohibited unmanned aircraft system (section 1825 of [Pub. L. 118-31, 41 U.S.C. 3901 note](#) prec.).

17. Coal Industry Employee Certification Form- Exhibit C

In carrying out programs with Infrastructure Investment and Jobs Act (IIJA) AML funding, OSMRE encourages States and Tribes, consistent with applicable State or Tribal law, to use procurement processes that incentivize AML contractors to hire current and former employees of the coal industry when bidding on IIJA-funded AML projects and to collect information from AML contractors about the number of current and former coal industry employees they employ.

State of West Virginia
Name: Purchasing Division

Vendor

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

5.1. The Secretary may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Secretary.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Secretary may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Secretary may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Secretary may request that the vendor remedy the contract breach or legal violation within a time frame the Secretary determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Secretary determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Secretary may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Secretary believes that a vendor may be non-responsible, the Secretary may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Secretary determines that the vendor is non-responsible, the Secretary shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Secretary may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the WVDEP if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the WVDEP and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Secretary that a suspension is warranted, the Secretary will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Secretary no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Secretary's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Secretary no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Secretary will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Secretary will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Secretary to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Secretary's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Secretary may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Secretary shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Secretary may cancel a contract held by a debarred vendor if the Secretary determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Secretary's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the WVDEP shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W.Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Secretary finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Secretary shall maintain and publicly post a list of debarred vendors on the Department's website.

5.5.6. Related Party Debarment. The Secretary may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Secretary determines a related party debarment is warranted. Any entity that fails to provide the Secretary with full, complete, and accurate information requested by the Secretary to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS

Coal Industry Employee Certification Form

Per OSMRE **Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)** Guidance for Abandoned Mine Land Implementation:

*“In spending AML funds, as authorized by **section 40701(f) of the IIJA**, States and Tribes should, consistent with State or Tribal applicable law, prioritize providing employment opportunities to current and former employees of the coal industry, when such employees are available to work on projects within the region, State, or local area.”*

To comply with OSMRE Guidance, the WVDEP Office of Abandoned Mine Lands requires all contractors awarded a IIJA-funded project to submit data on current employees who are currently, or were previously, employed in the coal mining industry. Coal industry employment may include employment in any capacity directly related to coal mining, processing, transport, or power generation.

NOTE: This form must be signed and dated within 30 days of submission to be considered for a current bid.

General Information:

Contractor Name:	
Address:	
Phone:	
Email Address:	

Contractor Signature

Date

[Type contract here]

Current Employee Name	Address	Phone Number	Coal Company Name Previously or Currently Employed By

Office of Surface Mining Reclamation and Enforcement

Instructions for Completing the AML Contractor Form OMB #1029-0119

Purpose: The Office of Surface Mining Reclamation and Enforcement Applicant/Violator System (AVS) office is required to conduct eligibility checks for businesses performing abandoned mine land (AML) reclamation work to ensure those businesses are not associated with any coal mining violations in accordance with the Surface Mining Control and Reclamation Act (SMCRA). This form is used to update the AVS database which maintains relationship information between individuals and their associated businesses. If you have any questions, please contact the AVS Office at 800-643-9748.

Part A: General Information: Part A should be completed by the AML Contractor. You can find an electronic fillable form on our website (<https://www.osmre.gov/programs/regulating-coal-mines/avs>).

Part B: Obtain an Organizational Family Tree (OFT): Part B should be completed by the AML Contractor. An Organizational Family Tree (OFT) indicates the relationships between individuals and their associated business.

You can obtain an OFT two ways:

1. Call the AVS Office at 800-643-9748 to request your company's OFT.
2. Go to the AVS website (<https://avss.osmre.gov>). Click "Access AVS", and then "Login as Guest". Place your cursor on the "Entity" Module and click. Type your business name (or entity number) in search box and press enter. Select your company and then click on the "Relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS. Review the OFT, if you need to make updates complete Part D. Attach the OFT to your AML Contractor Form.

If you are a new company or this is your first AML bid: Your business is most likely **not** in the AVS. If your company does not appear in the AVS database, move on to Part C, check Box 3, and complete Part D of this form.

If your company has worked on previous AML projects or in the coal mining industry: Your business is most likely in the AVS, but may need to be updated. Obtain and review your OFT and then complete Part C.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor. Please check the box that best describes your situation, sign and date.

Note: Signature date must be recent (within 30 days) to be considered.

Part D: OFT Information. Part D should be completed by the AML Contractor **only** if you want to make updates to what information is in the AVS, or if your company **does not** have any information in the AVS. Include **all** fields, including the relevant begin and/or end dates for individuals, including middle name or initial for individuals if possible.

Answers to Part D FAQs:

Which employees should be included in Part D?

Any current or separated employee of significance should be listed. Refer to the list provided at the top of Part D. For those owning less than 10% reporting the ownership is optional. Include those employees who direct, manage, or control the project. If, for example, a Professional Engineer has the power to determine how the project is conducted you should include him/her on Part D.

What address and phone number should I use?

Use the address and phone number where the person receives business correspondence.

What are the begin and end dates for?

Begin dates indicate when a person started in that position in your company. If an individual still works at the company you can simply fill in the begin date and leave the end date blank or write "N/A". **End dates** are used for indicating that someone no longer works in that capacity or is no longer employed at the company. **If an employee has held more than one position** or title, note the begin dates/end dates for each position.

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

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

Part A: General Information

Business Name: _____
 Tax ID #: _____
 Address: _____
 City, State, & Zip: _____
 Phone Number: _____
 Email Address: _____

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

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

Part C: Certifying and updating information in the AVS

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

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

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

Date_____
Signature_____
Title

Part D: OFT Information

Contractor's Business Name: _____

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

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

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

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

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

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

PAPERWORK REDUCTION STATEMENT

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

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



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
 Consulting

Proc Folder: 1945307

Doc Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg

Reason for Modification:

Addendum #2 is issued to publish agency responses to vendor submitted questions.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-14	2026-05-27 13:30	CRFQ 0313 DEP2600000033	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000165530
Vendor Name : Copperhead Environmental Consulting
Address : 471
Street : Main Street
City : Paint Lick
State : Kentucky **Country :** United States **Zip :** 40461
Principal Contact : Chris Leftwich
Vendor Contact Phone: 859-925-9012 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Chris Leftwich* **FEIN#** 27-0083689 **DATE** 05/26/2026

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish a contract to conduct surveys of unreclaimed or reclaimed mine portals for potential habitation by threatened or endangered species, as determined by the US Fish and Wildlife Service (USFWS) in the Northern Region of West Virginia per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hibernacula Survey, based on per site, per night	20.00000	EA	\$5,550.00	\$111,000.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Hibernacula Survey, based on per site, per night. Esitimated quantities are for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Acoustic Surveys, based on per site, per night	20.00000	EA	\$240.00	\$4,800.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Acoustic Surveys, based on per site, per night. Esitimated quantities are for bid purposes only.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

SOLICITATION NUMBER:
Addendum Number:

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:

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 DEP26*33 Hibernacula Surveys Northern Region

Q.1. Based on the RFQ, there is the potential to conduct potential hibernacula surveys anywhere in the northern region, but can you disclose if you know any currently anticipated potential hibernaculum county locations for this upcoming fall?

A. This contract will be open-end and used on an as needed basis. At this time, we do not expect more than 20 mine portals that will need sampled during the first sampling season. We are in the process of evaluating our upcoming projects, and completing Phase I assessments. Information on subsequent seasons is not currently available.

Q.2. For any potential acoustic surveys (4.1.1.4), will this replace any harp trapping at the site or would this be in conjunction with harp trapping?

A. Any acoustic surveys requested by WVDEP AML would not replace any harp trapping to be completed. It would be in addition to the harp trapping, or if feasible for the vendor, at a site not associated with the harp trap surveys.

Q.3. The Solicitation document refers to a pricing sheet, however no pricing sheet could be found in the solicitation documents in Oasis. Will a price sheet be uploaded into Oasis?

A. The commodity lines in Oasis are the pricing page.

Q.4. Is there a Request for Proposal checklist for this project? Other than a price sheet and qualifications we are unsure of what needs to be provided. For example, what is preferred for proof of qualifications, a resume, or copy of federal or state bat permits?

A. Section 3.2 – verification from the USFWS that indicates vendor is a Qualified Bat Surveyor, but is not listed on the 2020 list in the link. Nothing else is required, but information such as copies of the permits can be provided if the vendor prefers.

Q.5. Please confirm that you want both a per night cost per portal and a total cost for 20 portals? **A. Yes**

Q.6. Will WVDEP/AML attempt to batch work directives geographically to reduce mobilization and travel burden, or should vendors assume individual releases may occur across the full Northern Region?

A. WVDEP AML will provide a list of sites to be sampled to vendor by June 30th. Other than that, no additional “batching” will occur. Due to the nature of AML sites and the projects submitted, they are not all centrally located.

Q.7. For the acoustic survey bid item, please clarify the call analysis/reporting requirements and whether manual vetting is required.

A. Please follow the protocol listed in the Acoustic Surveys section of the protocol

Q.8. Please clarify any required safety training, PPE, or site-specific safety protocols.

A. This would be up to the vendor to identify what PPE would be needed. WVDEP AML can provide potential hazards on a site by site basis (such as unstable portal face, slips/trips/falls, wildlife, etc.

Q.9. For existing bat gates, is the required gate integrity documentation limited to a visual field assessment with photographs?

A. Yes – visual inspection and documentation would be all that is needed. The visual inspection of standard bat gates should include the horizontal and vertical structures, bolts connected to the rock face, and any foundation (should it have a foundation), noting any excessive rust. Inspection of culverted gates (corrugated metal and HDPE plastic) should include information above, as well as a visual look at the integrity of the culvert – rusting, collapse of the culvert structure or collapse inside, etc.

Q.10. Does WVDEP/AML have a preferred report template, data sheet format, photo naming convention, GIS/map format that vendors should follow?

A. The only preference we have is to utilize the site name and number, as provided to the vendor in the list of projects. We have no preference of any format, as long as it is clear and easy to follow.

Q.11. Will contractors be responsible for directly coordinating with each landowner, scheduling access windows, handling gate codes/keys, resolving denied access, or documenting failed access attempts?

A. WVDEP AML (or our contracted design contractors) will make contact with the appropriate landowners prior to providing a list of sites to the Vendor.

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Copperhead Environmental Consulting

Company

Chris Leftwich

Authorized Signature

05/26/2026

Date

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

Revised 6/8/2012