



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: 782104

Procurement Type: Central Master Agreement

Vendor ID: VS0000019491 

Legal Name: HARMONY ENVIRONMENTAL LLC

Alias/DBA:

Total Bid: \$60,800.00

Response Date: 10/12/2020 

Response Time: 16:28

Responded By User ID: harmony 

First Name: Brad

Last Name: Cochran

Email: bradcochran@decotacon

Phone: 3047763333

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2100000012

Published Date: 9/22/20

Close Date: 10/13/20

Close Time: 13:30

Status: Closed

Solicitation Description: Mitigation Credits 

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 782104
Solicitation Description: Mitigation Credits
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-10-13 13:30	SR 0313 ESR10092000000002899	1

VENDOR
 VS0000019491
 HARMONY ENVIRONMENTAL LLC

Solicitation Number: CRFQ 0313 DEP2100000012
Total Bid: 60800
Response Date: 2020-10-12
Response Time: 16:28:12
Comments:

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Stream credits in ILF SSA 1	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: STREAM CREDITS IN ILF SSA 1

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Wetland credits in ILF SSA 5	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: WETLAND CREDITS IN ILF SSA 5

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Wetland credits in ILF SSA 1	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: WETLAND CREDITS IN ILF SSA 1

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Stream credit in ILF SSA 2	1.00000	EA	800.000000	800.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: STREAM CREDITS IN ILF SSA 2

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Wetland credits in ILF SSA 2	1.00000	EA	60000.000000	60000.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: WETLAND CREDITS IN ILF SSA 2

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Stream credits in ILF SSA 3	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: STREAM CREDITS IN ILF SSA 3

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Wetland credits in ILF SSA 3	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: WETLAND CREDITS IN ILF SSA 3

Extended Description:

Mitigation Credits/ DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Stream credits in ILF SSA 4	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: STREAM CREDITS IN ILF SSA 4

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Wetland credits in ILF SSA 4	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: WETLAND CREDITS IN ILF SSA 4

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Stream credits in ILF SSA 5	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: STREAM CREDITS IN ILF SSA 5

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications



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
 Miscellaneous

Proc Folder: 782104			Reason for Modification: Request for Quotation - Open End Contract
Doc Description: Mitigation Credits			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-22	2020-10-13 13:30	CRFQ 0313 DEP2100000012	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000019491

Vendor Name : HARMONY ENVIRONMENTAL, LLC

Address :

Street : 4986 WASHINGTON ST. W.

City : CROSS LANES

State : WV **Country :** UNITED STATES **Zip :** 25313

Principal Contact : BRAD COCHRAN

Vendor Contact Phone: 304.776.3333 **Extension:** 111

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor
 Signature X  **FEIN#** 82-2496535 **DATE** 10/12/2020

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

ADDITIONAL INFORMATION

Request for quotation - Open End Contract

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection to establish an open-end contract for the purchase of released mitigation credits from U.S. Army Corps of Engineers approved mitigation bank(s) in various secondary service areas (SSAs) of the State, per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Stream credits in ILF SSA 1	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Wetland credits in ILF SSA 1	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Stream credit in ILF SSA 2	1.00000	EA	\$800.00	\$800.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Wetland credits in ILF SSA 2	1.00000	EA	\$60,000.00	\$60,000.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Stream credits in ILF SSA 3	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Wetland credits in ILF SSA 3	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:
Mitigation Credits/ DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Stream credits in ILF SSA 4	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Wetland credits in ILF SSA 4	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Stream credits in ILF SSA 5	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Wetland credits in ILF SSA 5	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

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. PREBID 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.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

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

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

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

Question Submission Deadline: 10/1/2020 @ 9:00 am EST

Submit Questions to: Joseph Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Joseph.E.HagerIII

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

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

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

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

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

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: 10/13/2020 @ 1:30 pm EST

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

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

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and 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:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled *Licensing*, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

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

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

45. 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.

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.

Brad Cochran, AUTHORIZED REPRESENTATIVE

(Name, Title)

BRAD COCHRAN, AUTHORIZED REPRESENTATIVE

(Printed Name and Title)

4986 WASHINGTON ST. W. CROSS LANES, WV 25313

(Address)

304.776.3333 EXT. 111 / 304.776.3371

(Phone Number) / (Fax Number)

BRAD@DECOTACONSULTING.COM

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

HARMONY ENVIRONMENTAL, LLC

(Company)

Brad Cochran, AUTHORIZED REPRESENTATIVE

(Authorized Signature) (Representative Name, Title)

BRAD COCHRAN, AUTHORIZED REPRESENTATIVE

(Printed Name and Title of Authorized Representative)

10/12/2020

(Date)

304.776.3333 EXT 111 / 304.776.3371

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input 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.

HARMONY ENVIRONMENTAL, LLC

Company



Authorized Signature

10/12/2020

Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection to establish an open-end contract for the purchase of released mitigation credits from U.S. Army Corps of Engineers approved mitigation bank(s) in various secondary service areas (SSAs) of the State.
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 **“Agreement for Credit Purchase and Sale”** means a binding contract between the listed parties for the purchase of released stream and/or wetland credits from an approved Mitigation Bank.
 - 2.2 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Page.
 - 2.3 **“DEP ILF”** is the West Virginia Department of Environmental Protection’s in Lieu Fee Program.
 - 2.4 **“IRT”** is the Interagency Review Team which is an interagency team comprised of representatives from U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, US Fish and Wildlife Service, WV Department of Environmental Protection, WV Division of Natural Resources and other federal, state and local agencies as appropriate.
 - 2.5 **“Mitigation Banking”** is the restoration, creation, enhancement, or preservation of a wetland, stream, or other habitat area undertaken expressly for the purpose of compensating for unavoidable resource losses in advance of development actions, when such compensation cannot be achieved at the development site or would not be as environmentally beneficial.
 - 2.6 **“A mitigation bank”** is a site developed for mitigation banking. The person or entity undertaking such restoration work is referred to as a mitigation banker.
 - 2.7 **“Mitigation Credits”** are units of exchange defined as the ecological value associated with the accrual or attainment of aquatic resource function, condition, or other performance measure at a mitigation site. Mitigation credits are determined based on the West Virginia Stream and Wetland Valuation Metric. The Interagency Review Team periodically releases bank credits as the bank meets certain performance milestones. This happens over the course of the "establishment period", which lasts around 10 to 12 years. When the IRT releases potential bank credits, they become available credits meaning they can be purchased for ecological offset.

REQUEST FOR QUOTATION
Mitigation Credits

- 2.8 **“Released Mitigation Credits”** are those credits available for sale to offset impacts. Credits are based on meeting performance standards and approved by the IRT.
- 2.9 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.
- 2.10 **“RIBITS”** (Regulatory In lieu fee and Bank Information Tracking System) is a website created by the US Army Corps of Engineers (USACE) with information on mitigation and conservation banks and in-lieu fee (ILF) program sites. It houses information about all mitigation and ILF sites including site documents, mitigation credit availability, and service areas as well as tracks all credit transactions.
- 2.11 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.12 **“SSA”** means Secondary Service Area as identified in the WV in Lieu Fee Stream and Wetland Mitigation Program Instrument.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. This contract will be awarded to multiple Vendors based on the need to have access to mitigation credits statewide. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1 Released Credits from a U.S. Army Corps of Engineers approved mitigation bank in SSA 1 (Estimated Quantities 1 stream credits and 1 wetland credit)
- 3.1.2 Released Credits from a U.S. Army Corps of Engineers approved mitigation bank in SSA 2 (Estimated Quantities 1 stream credit and 1 wetland credit)
- 3.1.3 Released Credits from a U.S. Army Corps of Engineers approved mitigation bank in SSA 3 (Estimated Quantities 1 stream credit and 1 wetland credit)
- 3.1.4 Released Credits from a U.S. Army Corps of Engineers approved mitigation bank SSA 4 (Estimated Quantities 1 stream credit and 1 wetland credit)
- 3.1.5 Released Credits from a U.S. Army Corps of Engineers approved mitigation bank in SSA 5 (Estimated Quantities 1 stream credit and 1 wetland credit)

4. Vendor’s MINIMUM QUALIFICATIONS

- 4.1 VENDOR’S SHALL be the owner or authorized representative of a stream and/or wetland mitigation bank that is approved by the USACE. The mitigation bank shall

REQUEST FOR QUOTATION
Mitigation Credits

be active and operating in compliance with applicable federal and state permits, laws and regulations and be in good regulatory standing.

- 4.2 A copy of the bank's geographic service area map or equivalent should be provided with the bid submission but may be requested prior to award.
- 4.3 The mitigation bank should include with its bid submission the Bank's typical Agreement for Credit Purchase and Sale but may be requested prior to award.
- 4.4 The mitigation bank shall have the number and type of credits released by the IRT and available for sale upon signing of the Agreement for Credit Purchase and Sale.
- 4.5 Any authorizations or approvals required by the USACE, IRT or other regulatory organizations regarding the use or availability of mitigation credits must be completed prior to the date of the Agreement for Credit Purchase and Sale.

5. CONTRACT AWARD:

- 5.1 **Contract Award:** The Contract is intended to provide the DEP ILF with a purchase price on all Contract Items. The Contract shall be awarded to Vendors that provide the Contract Items meeting the required specifications for the lowest overall total bid amount as shown on the Pricing Page.
- 5.2 **Pricing Pages:** Vendor should complete the Pricing Pages by providing a unit cost and multiplying by the estimated quantity to calculate the extended cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the pricing page to prevent errors in the evaluation.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the state's wvOASIS Vendor self-service (VSS). If unable to respond online, Vendor must submit their pricing page with their submitted bid prior to the scheduled bid opening date.

Vendor should electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. Vendor can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service (VSS) website. If responding with a paper bid, Vendors should

download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.1.1 Agency will issue an Agency Delivery Order (ADO) for purchase of mitigation credits. Agency must use the lowest bid Vendor unless it is determined that the Vendor does not have mitigation credits available for purchase at the time of request.

6.1.2 If lowest bid Vendor has credits available but not enough to complete the requested amount, then the DEP will procure the credits available from the lowest bid Vendor and then contact the next lowest bid Vendor to obtain the requested amount of mitigation credits and so on until the total amount is obtained.

6.1.3 Once the Agreement for Credit Purchase and Sale is signed, the Vendor shall place those credits in reserve until the purchase is complete.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Within ten (10) business days of the Credit Transfer into the DEP ILF RIBITS stream credit ledger, Vendor shall provide the DEP ILF with an invoice for the Purchase Price ("*Invoice*") and DEP ILF shall remit Purchase Price payment in accordance with the payment procedures of the State of West Virginia.

7. DELIVERY AND RETURN:

7.1 Delivery Time: Within ten (10) business days of signing the Agreement for Credit Purchase and Sale for the released credits the Vendor shall transfer the purchased number of Stream Credits to the DEP ILF Program by notifying the Corps to debit Vendor's online Corps-maintained RIBITS Stream Credit ledger in the amount of the purchased Stream Credits ("*Credit Transfer*").

7.2 Late Delivery: The Agency placing the order under this Contract must be notified

in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.4 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt.

8. VENDOR DEFAULT:

8.1 The following shall be considered a Vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

8.1.4 Failure to remedy deficient performance upon request.

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

8.2.1 Immediate cancellation of the Contract.

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

8.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Mitigation Credits

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill any Agreement for Credit Purchase and Sale signed under this Contract. By signing the Agreement for Credit Purchase and Sale, Vendor certifies that it can supply the Contract Items needed at that time.
- 9.3 Reports:** Vendor shall provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 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: BRAD COCHRAN

Telephone Number: 304.776.3333 EXT. 111

Fax Number: 304.776.3371

Email Address: BRAD@DECOTACONSULTING.COM

Bank Name: GLADE FARMS MITIGATION BANK

Bank Physical Address: 15021 N Preston Hwy, Bruceton Mills, WV 26525

Service Area (HUC's) 05020001, 05020002, 05020003, 05020004, 05020005, 05020006

EXHIBIT A

**PURCHASE OF STREAM AND/OR WETLAND MITIGATION CREDITS
PRICING PAGE**

N/A

Item	Description	Quantity	Unit Price	Extended Price
1	Stream credits in ILF SSA 1	1		
2	Wetland credits in ILF SSA 1	1		
3	Stream credit in ILF SSA 2	1	\$800.00	\$800.00
4	Wetland credits in ILF SSA 2	1	\$60,000.00	\$60,000.00
5	Stream credits in ILF SSA 4	1		
6	Wetland credits in ILF SSA 4	1		
7	Stream credits in ILF SSA 5	1		
8	Wetland credits in ILF SSA 5	1		
	Total		\$60,800.00	\$60,800.00

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: GLADE FARMS MITIGATION BANK

Physical Address: 15021 N Preston Hwy, Bruceton Mills, WV 26525

Bank Owner Name: HARMONY ENVIRONMENTAL, LLC

Bank Owner Address: 4986 WASHINGTON ST. W. CROSS LANES, WV 25313

Contact Name: BRAD COCHRAN

Contact Email: BRAD@DECOTACONSULTING.COM

Service Area (HUCs): 05020001, 05020002, 05020003, 05020004, 05020005, 05020006

Required Items: Return the following with your bid.

- Bank geographic service area map or equivalent
- Bank's Agreement for Credit Purchase and Sale

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: HARMONY ENVIRONMENTAL, LLC

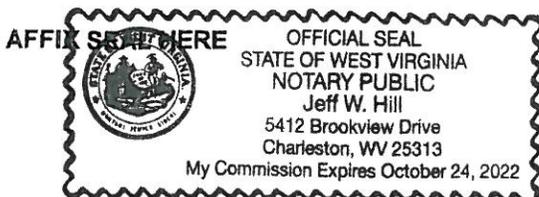
Authorized Signature: *David Cochran* Date: 10/12/2020

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 12 day of OCTOBER, 2020.

My Commission expires Oct. 24, 2022, 2022.



NOTARY PUBLIC *Jeff W. Hill*

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: HARMONY ENVIRONMENTAL, LLC Address: 4986 WASHINGTON ST W.
CROSS LANES, WV 25313

Name of Authorized Agent: BRAD COCHRAN Address: SAME

Contract Number: Contract Description: MITIGATION CREDITS

Governmental agency awarding contract: WV DEPARTMENT OF ENVIRONMENTAL PROTECTION - DIVISION OF WATER AND WASTE MANAGEMENT

Check here if this is a Supplemental Disclosure

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

- 1. Subcontractors or other entities performing work or service under the Contract
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Signature: Brad Cochran Date Signed: 10/12/2020

Notary Verification

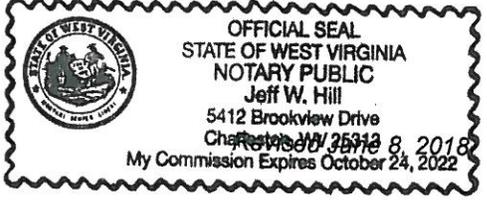
State of WEST VIRGINIA, County of KANAWHA

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

Taken, sworn to and subscribed before me this 12 day of OCTOBER, 2020.

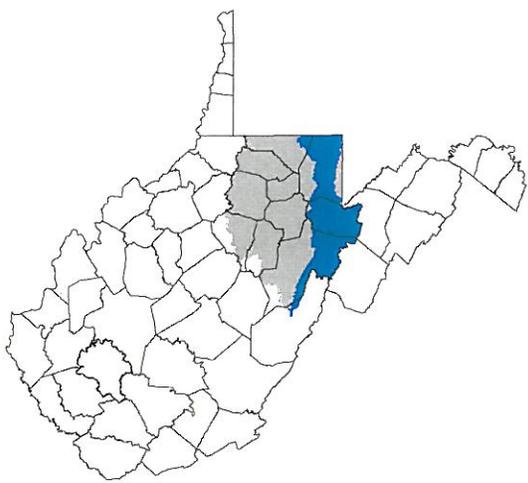
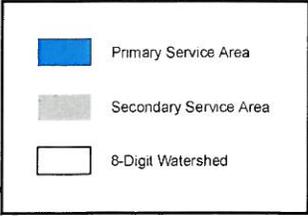
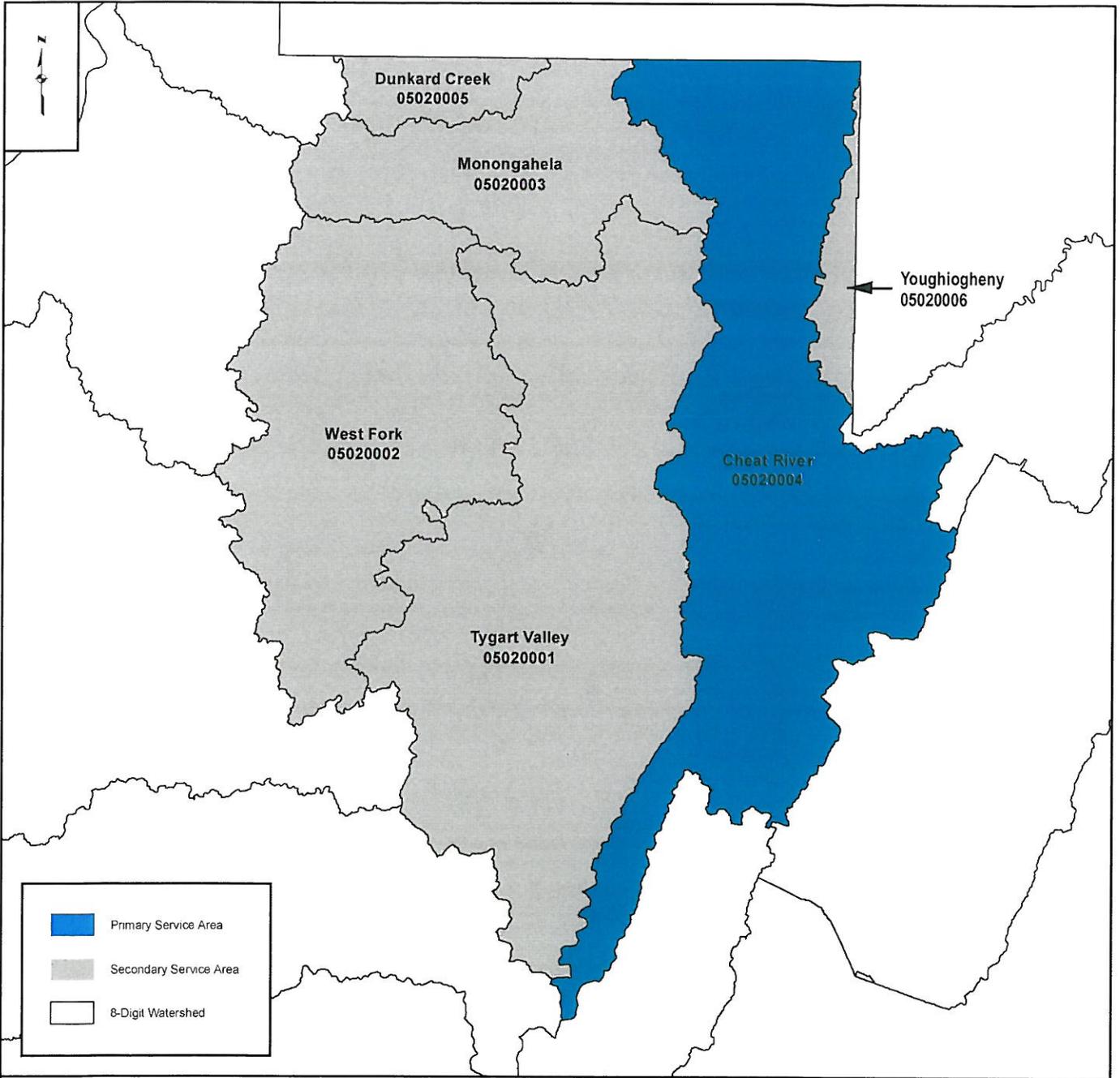
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency:
Date submitted to Ethics Commission:
Governmental agency submitting Disclosure:



REQUIRED ITEMS

1. BANK GEOGRAPHIC SERVICE AREA MAP OR EQUIVALENT
2. BANK'S AGREEMENT FOR CREDIT PURCHASE AND SALE



DRAWN					
DATE	BY				
03/17	BJC	<p align="center">Glade Farms Mitigation Bank</p> <p align="center">Service Area</p> <p align="center">Exhibit 2</p>			
REVISED					
DATE	BY	<p>Grant District Preston County</p> <p>Brandonville Quadrangle West Virginia</p>			
APPROVED					
DATE	BY	Contour Interval	Coordinate System	Scale	Sheet No
		N/A	NAD 83 WVSP North	1" = 15 miles	1 of 1
PATH W:\Projects-Stream\Mitigation_Banking\GladeFarms\GIS\MSP_Exhibit2_ServiceArea.mxd					
		PREPARED BY: DECOTA CONSULTING COMPANY, INC. 4984 WASHINGTON STREET, W. CROSS LANES, WV 25313			

**HARMONY UMBRELLA MITIGATION BANK
AGREEMENT FOR PURCHASE OF MITIGATION CREDITS**

THIS AGREEMENT FOR PURCHASE OF MITIGATION CREDITS (this "Agreement") is made by and between Harmony Environmental, LLC, a West Virginia limited liability company ("Bank Sponsor"), and West Virginia Department of Environmental Protection, an instrumentality of the state of West Virginia ("Buyer"), and together with Bank Sponsor, the "Parties," and each a "Party" as of _____ (the "Effective Date").

WHEREAS, pursuant to 40 CFR Part 230 et seq., Guidelines for Specifications of Disposal Sites for Dredged or Fill Material, and to 33 CFR Part 332 et seq., Compensatory Mitigation for Losses of Aquatic Resources (collectively, the "Regulations"), Bank Sponsor has established a mitigation bank known as the Harmony Umbrella Mitigation Bank (the "Bank"), which has been authorized by the United States Army Corps of Engineers (the "Permitting Agency") pursuant to the West Virginia Mitigation Bank-Umbrella Mitigation Banking Instrument (as amended or modified from time to time, the "Bank Instrument");

WHEREAS, Bank Sponsor is authorized to operate the Bank and to sell and transfer wetland and/or stream mitigation credits as described in the Bank Instrument ("Mitigation Credits"), in accordance with and subject to the requirements of the Bank Instrument.

THEREFORE, for and in consideration of the premises and the payment set forth herein, Bank Sponsor and Buyer agree to the following terms and conditions:

1. Sale of Subject Credits.

- a. Purchase/Sale. Bank Sponsor hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Bank Sponsor, _____ Mitigation Credits from the Bank on the terms, and subject to the conditions, set forth in this Agreement (the "Subject Credits").
- b. Purchase Price/Payment. The purchase price for the Subject Credits is _____ per credit (the "Purchase Price"). At the time of transfer of the Subject Credits to Buyer, Bank Sponsor shall invoice Buyer for the Purchase Price. Buyer shall remit payment for the Subject Credits within sixty (60) days of receipt of invoice. All amounts paid under this Agreement shall, when paid, be deemed to be fully earned by Bank Sponsor and non-refundable. In the event Buyer fails to pay the Purchase Price when due, then: (i) Bank Sponsor shall not be required to further perform hereunder and shall not be responsible for any breach, liability, or damages resulting from such non-performance; and (ii) Bank Sponsor may, (x) pursue such remedies as may be available at law and in equity, and/or (y) terminate this Agreement. If Bank Sponsor terminates this Agreement, Bank Sponsor shall thereafter be relieved of its additional responsibilities hereunder and shall have no further obligations to Buyer.

2. Parties' Obligations.

- a. Bank Sponsor shall not be responsible in any manner for (i) determining the nature or amount of mitigation required by the Regulations, applicable law, the Project, or that will be required for approval of any permit related to the Project or otherwise, (ii) whether Buyer's mitigation needs can be satisfied by the acquisition of the Subject Credits, or (iii) compliance with the terms and conditions of any permit ultimately issued to Buyer in connection with the Project or otherwise.
- b. Bank Sponsor shall be responsible for providing the Subject Credits and ensuring compliance with Bank Sponsor's representations and warranties contained herein.

3. Application of Subject Credits to the Project. Buyer acknowledges and agrees that Bank Sponsor shall sell the Subject Credits specifically for the Project and permit to be identified by Buyer pursuant to Section 4(a), and that the Subject Credits are not transferable by Buyer. Buyer acknowledges and agrees that Bank Sponsor may, as part of the process for transferring the Subject Credits, disclose the information provided by Buyer pursuant to Section 4(a) to one or more regulatory authorities.
4. Conveyance and Risk of Loss.
 - a. Conveyance. Upon execution of this Agreement, Bank Sponsor shall convey to Buyer the Subject Credits and deliver a letter to the Buyer and Permitting Agency with such other documentation as is required by the Permitting Agency under the Bank Instrument to convey the Subject Credits to Buyer, notifying the Permitting Agency that the Subject Credits have been transferred by the Bank Sponsor to the Buyer. Buyer's entering into this Agreement does not give the Buyer rights to monies generated by the Bank, and further, Buyer does not obtain any rights of ownership or use of the real property associated with the Bank or any other property interests of Bank Sponsor or its affiliates. Buyer is solely responsible for the accuracy of the information provided to Bank Sponsor regarding the Project, permit number, and quantity of Mitigation Credits to be applied to the permit. Bank Sponsor shall have neither the duty to confirm the accuracy of the information provided by Buyer nor any liability for inaccurate information related to the Project and/or permit.
 - b. Risk of Loss. Subject to the terms of this Agreement, Bank Sponsor shall bear the risk of loss of the Subject Credits prior to conveying the Subject Credits to Buyer.
5. Representations and Warranties. Bank Sponsor represents and warrants to Buyer that:
 - a. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite limited liability company power and authority to own and operate its properties and assets and to carry on its business as now conducted;
 - b. All limited liability company action on its part and on the part of its officers, managers and/or members necessary for the authorization, execution and delivery of this Agreement and the performance by it of all of its obligations hereunder have been taken;
 - c. Bank Sponsor is authorized by the Permitting Agency to operate the Bank and to obtain, hold, sell, and transfer Subject Credits; and
 - d. Bank Sponsor has the right to sell the Subject Credits to Buyer.
6. Responsibility for Permits.
 - a. Buyer acknowledges and agrees that Buyer is solely responsible for the success of any permit to which the Subject Credits might be applied, and that Bank Sponsor's sole obligation hereunder is to deliver the Subject Credits as requested by Buyer in compliance with the terms and conditions of this Agreement.
 - b. If the Subject Credits cannot be delivered to Buyer due to the failure or inability of Buyer to obtain a permit to which the Subject Credits can be applied, then Bank Sponsor shall (i) be relieved of its responsibilities hereunder and have no further obligations to Buyer, and (ii) be free to sell the Subject Credits to one or more third parties.
7. Notice. All notices to be sent by one Party to the other pursuant to this Agreement shall be in

writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth on the signature page. Either Party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two business days if sent by any other means set forth in this Section 7.

8. Miscellaneous.

- a. General. Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor, which shall be in Bank Sponsor's reasonable discretion. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Subject Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. This Agreement may not be changed, amended or modified except by an instrument in writing signed by both Parties. The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal. This Agreement is not intended to and it shall not create any partnership, joint venture, or similar arrangement between Buyer and Bank Sponsor. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- b. Confidentiality. Neither this Agreement nor the terms hereof may be furnished to any third party, including the Permitting Agency and other governmental authorities, without the written consent of all Parties, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the foregoing shall not prohibit the Parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. The terms and conditions of this paragraph shall survive any termination of this Agreement.
- c. Governing Law and WAIVER OF JURY TRIAL. This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of West Virginia (including its statutes of limitations, without giving effect to any conflict of laws provisions thereof). Either party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Kanawha County, West Virginia. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY WEST VIRGINIA LAW.
- d. Counterparts and Authorization. This Agreement may be signed by facsimile or electronic PDF signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

- e. Force Majeure. Except for the payment of monetary amounts due pursuant to Section 1 hereof, no Party shall be liable or responsible to the other Party, or deemed to have breached this Agreement, for any failure or delay in satisfy its obligations hereunder if such failure is attributable to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, adverse determinations from the Permitting Agency or any other governmental authority, or any other causes which are beyond the reasonable control of the responsible Party.

- f. Consequential Damages. Notwithstanding any provision of this Agreement to the contrary, no Party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. Each Party expressly agrees that the affiliates, members, partners and shareholders of any defaulting or breaching Party hereunder are not jointly, solidarily or severally liable for any costs, expenses, losses or damages arising from such Party's breach or default under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

[Signature Pages Follow]

The Parties have executed this Agreement effective as of the date first set forth above.

BANK SPONSOR:

HARMONY ENVIRONMENTAL, LLC,
a West Virginia limited liability company

By: _____

Name: Linda N. Raines

Title: Authorized Representative

Address:

Harmony Environmental, LLC
4986 Washington St., W
Cross Lanes, WV 25313

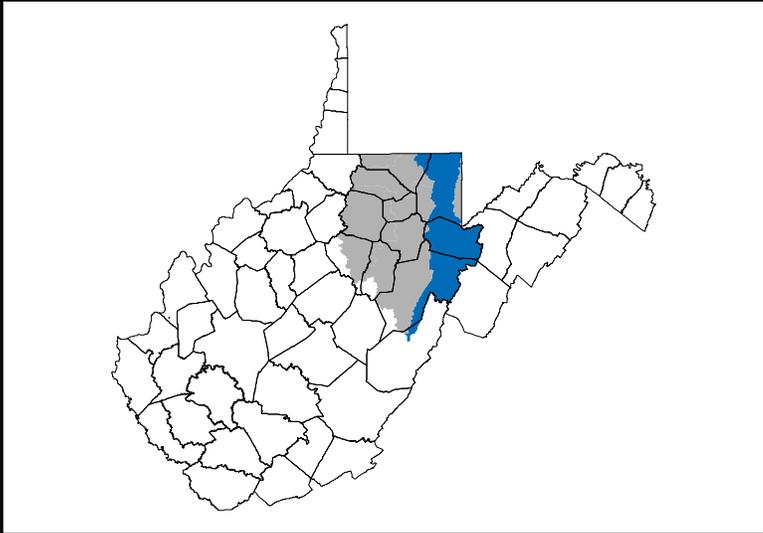
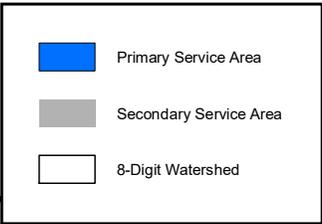
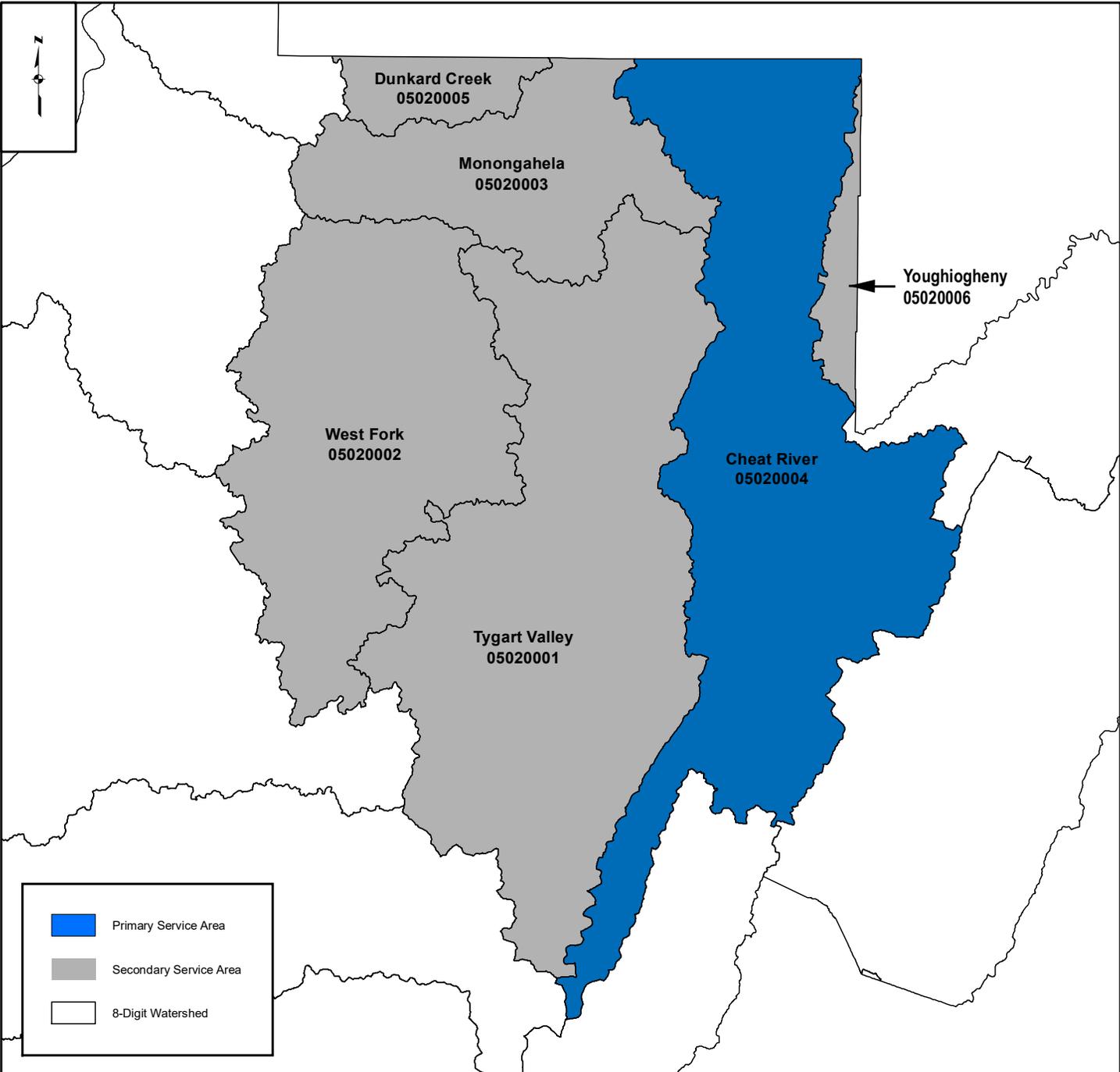
The Parties have executed this Agreement effective as of the date first set forth above.

BUYER:

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
an instrumentality of the state of West Virginia

By: _____
Name: _____
Title: _____

Address:
601 57th St SE.
Charleston, West Virginia 25304



DRAWN					
DATE	BY				
03/17	BJC				
REVISED		<p align="center">Glade Farms Mitigation Bank</p> <p align="center">Service Area</p> <p align="center">Exhibit 2</p> <p>Grant District Preston County Brandonville Quadrangle West Virginia</p>			
DATE	BY				
APPROVED		Contour Interval	Coordinate System	Scale	Sheet No.
DATE	BY	N/A	NAD 83 WVSP North	1" = 15 miles	1 of 1
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			PREPARED BY: DECOTA CONSULTING COMPANY, INC. 4984 WASHINGTON STREET, W. CROSS LANES, WV 25313		

**HARMONY UMBRELLA MITIGATION BANK
AGREEMENT FOR PURCHASE OF MITIGATION CREDITS**

THIS AGREEMENT FOR PURCHASE OF MITIGATION CREDITS (this “Agreement”) is made by and between Harmony Environmental, LLC, a West Virginia limited liability company (“Bank Sponsor”), and West Virginia Department of Environmental Protection, an instrumentality of the state of West Virginia (“Buyer”, and together with Bank Sponsor, the “Parties,” and each a “Party”) as of _____ (the “Effective Date”).

WHEREAS, pursuant to 40 CFR Part 230 et seq., Guidelines for Specifications of Disposal Sites for Dredged or Fill Material, and to 33 CFR Part 332 et seq., Compensatory Mitigation for Losses of Aquatic Resources (collectively, the “Regulations”), Bank Sponsor has established a mitigation bank known as the Harmony Umbrella Mitigation Bank (the “Bank”), which has been authorized by the United States Army Corps of Engineers (the “Permitting Agency”) pursuant to the West Virginia Mitigation Bank-Umbrella Mitigation Banking Instrument (as amended or modified from time to time, the “Bank Instrument”);

WHEREAS, Bank Sponsor is authorized to operate the Bank and to sell and transfer wetland and/or stream mitigation credits as described in the Bank Instrument (“Mitigation Credits”), in accordance with and subject to the requirements of the Bank Instrument.

THEREFORE, for and in consideration of the premises and the payment set forth herein, Bank Sponsor and Buyer agree to the following terms and conditions:

1. Sale of Subject Credits.

- a. Purchase/Sale. Bank Sponsor hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Bank Sponsor, _____ Mitigation Credits from the Bank on the terms, and subject to the conditions, set forth in this Agreement (the “Subject Credits”).
- b. Purchase Price/Payment. The purchase price for the Subject Credits is _____ per credit (the “Purchase Price”). At the time of transfer of the Subject Credits to Buyer, Bank Sponsor shall invoice Buyer for the Purchase Price. Buyer shall remit payment for the Subject Credits within sixty (60) days of receipt of invoice. All amounts paid under this Agreement shall, when paid, be deemed to be fully earned by Bank Sponsor and non-refundable. In the event Buyer fails to pay the Purchase Price when due, then: (i) Bank Sponsor shall not be required to further perform hereunder and shall not be responsible for any breach, liability, or damages resulting from such non-performance; and (ii) Bank Sponsor may, (x) pursue such remedies as may be available at law and in equity, and/or (y) terminate this Agreement. If Bank Sponsor terminates this Agreement, Bank Sponsor shall thereafter be relieved of its additional responsibilities hereunder and shall have no further obligations to Buyer.

2. Parties’ Obligations.

- a. Bank Sponsor shall not be responsible in any manner for (i) determining the nature or amount of mitigation required by the Regulations, applicable law, the Project, or that will be required for approval of any permit related to the Project or otherwise, (ii) whether Buyer’s mitigation needs can be satisfied by the acquisition of the Subject Credits, or (iii) compliance with the terms and conditions of any permit ultimately issued to Buyer in connection with the Project or otherwise.
- b. Bank Sponsor shall be responsible for providing the Subject Credits and ensuring compliance with Bank Sponsor’s representations and warranties contained herein.

3. Application of Subject Credits to the Project. Buyer acknowledges and agrees that Bank Sponsor shall sell the Subject Credits specifically for the Project and permit to be identified by Buyer pursuant to Section 4(a), and that the Subject Credits are not transferable by Buyer. Buyer acknowledges and agrees that Bank Sponsor may, as part of the process for transferring the Subject Credits, disclose the information provided by Buyer pursuant to Section 4(a) to one or more regulatory authorities.
4. Conveyance and Risk of Loss.
 - a. Conveyance. Upon execution of this Agreement, Bank Sponsor shall convey to Buyer the Subject Credits and deliver a letter to the Buyer and Permitting Agency with such other documentation as is required by the Permitting Agency under the Bank Instrument to convey the Subject Credits to Buyer, notifying the Permitting Agency that the Subject Credits have been transferred by the Bank Sponsor to the Buyer. Buyer's entering into this Agreement does not give the Buyer rights to monies generated by the Bank, and further, Buyer does not obtain any rights of ownership or use of the real property associated with the Bank or any other property interests of Bank Sponsor or its affiliates. Buyer is solely responsible for the accuracy of the information provided to Bank Sponsor regarding the Project, permit number, and quantity of Mitigation Credits to be applied to the permit. Bank Sponsor shall have neither the duty to confirm the accuracy of the information provided by Buyer nor any liability for inaccurate information related to the Project and/or permit.
 - b. Risk of Loss. Subject to the terms of this Agreement, Bank Sponsor shall bear the risk of loss of the Subject Credits prior to conveying the Subject Credits to Buyer.
5. Representations and Warranties. Bank Sponsor represents and warrants to Buyer that:
 - a. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite limited liability company power and authority to own and operate its properties and assets and to carry on its business as now conducted;
 - b. All limited liability company action on its part and on the part of its officers, managers and/or members necessary for the authorization, execution and delivery of this Agreement and the performance by it of all of its obligations hereunder have been taken;
 - c. Bank Sponsor is authorized by the Permitting Agency to operate the Bank and to obtain, hold, sell, and transfer Subject Credits; and
 - d. Bank Sponsor has the right to sell the Subject Credits to Buyer.
6. Responsibility for Permits.
 - a. Buyer acknowledges and agrees that Buyer is solely responsible for the success of any permit to which the Subject Credits might be applied, and that Bank Sponsor's sole obligation hereunder is to deliver the Subject Credits as requested by Buyer in compliance with the terms and conditions of this Agreement.
 - b. If the Subject Credits cannot be delivered to Buyer due to the failure or inability of Buyer to obtain a permit to which the Subject Credits can be applied, then Bank Sponsor shall (i) be relieved of its responsibilities hereunder and have no further obligations to Buyer, and (ii) be free to sell the Subject Credits to one or more third parties.
7. Notice. All notices to be sent by one Party to the other pursuant to this Agreement shall be in

writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth on the signature page. Either Party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two business days if sent by any other means set forth in this Section 7.

8. Miscellaneous.

- a. General. Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor, which shall be in Bank Sponsor's reasonable discretion. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Subject Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. This Agreement may not be changed, amended or modified except by an instrument in writing signed by both Parties. The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal. This Agreement is not intended to and it shall not create any partnership, joint venture, or similar arrangement between Buyer and Bank Sponsor. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- b. Confidentiality. Neither this Agreement nor the terms hereof may be furnished to any third party, including the Permitting Agency and other governmental authorities, without the written consent of all Parties, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the foregoing shall not prohibit the Parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. The terms and conditions of this paragraph shall survive any termination of this Agreement.
- c. Governing Law and WAIVER OF JURY TRIAL. This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of West Virginia (including its statutes of limitations, without giving effect to any conflict of laws provisions thereof). Either party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Kanawha County, West Virginia. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY WEST VIRGINIA LAW.
- d. Counterparts and Authorization. This Agreement may be signed by facsimile or electronic PDF signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

- e. Force Majeure. Except for the payment of monetary amounts due pursuant to Section 1 hereof, no Party shall be liable or responsible to the other Party, or deemed to have breached this Agreement, for any failure or delay in satisfy its obligations hereunder if such failure is attributable to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, adverse determinations from the Permitting Agency or any other governmental authority, or any other causes which are beyond the reasonable control of the responsible Party.

- f. Consequential Damages. Notwithstanding any provision of this Agreement to the contrary, no Party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. Each Party expressly agrees that the affiliates, members, partners and shareholders of any defaulting or breaching Party hereunder are not jointly, solidarily or severally liable for any costs, expenses, losses or damages arising from such Party's breach or default under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

[Signature Pages Follow]

The Parties have executed this Agreement effective as of the date first set forth above.

BANK SPONSOR:

HARMONY ENVIRONMENTAL, LLC,
a West Virginia limited liability company

By: _____

Name: Linda N. Raines

Title: Authorized Representative

Address:

Harmony Environmental, LLC
4986 Washington St., W
Cross Lanes, WV 25313

The Parties have executed this Agreement effective as of the date first set forth above.

BUYER:

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
an instrumentality of the state of West Virginia

By: _____
Name: _____
Title: _____

Address:
601 57th St SE,
Charleston, West Virginia 25304