



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 4

[List View](#)

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

Procurement Folder: 1412853

Procurement Type: Central Master Agreement

Vendor ID: VS0000013986

Legal Name: EIP III Credit Co LLC

Alias/DBA:

Total Bid: \$633.00

Response Date: 05/15/2024

Response Time: 21:16

Responded By User ID: eip3creditco

First Name: Nelly

Last Name: Perkins

Email: nelly@ecosystempartners

Phone: 4109820234

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2400000037

Published Date: 5/13/24

Close Date: 5/16/24

Close Time: 13:30

Status: Closed

Solicitation Description: Mitigation Credits

Total of Header Attachments: 4

Total of All Attachments: 4



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: 1412853
Solicitation Description: Mitigation Credits
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-05-16 13:30	SR 0313 ESR05152400000007103	1

VENDOR
VS0000013986
EIP III Credit Co LLC

Solicitation Number: CRFQ 0313 DEP2400000037
Total Bid: 633 Response Date: 2024-05-15 Response Time: 21:16:45
Comments:

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

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Stream Credits Per the Attached Exhibit A Pricing Page	1.00000	EA	633.000000	633.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments:

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

EXHIBIT A
PURCHASE OF STREAM AND/OR WETLAND MITIGATION CREDITS
BY WV DEP IN LIEU FEE PROGRAM
PRICING PAGE

The following shall be provided according to the contract terms and conditions contained herein. Price may be provided for any of the following in whole or in part. A price must be provided for each item listed below in order for the vendor to be eligible to sell within that SSA (Secondary Service Area) to the ILF Program for the duration of this contract.

Item	Description	Estimated Quantity	Unit Price	Total Cost/Extended Price
1.	stream credits in ILF SSA 1	3,800	\$633.00	\$2,405,400.00
2.	wetland credit in ILF SSA 1	1	\$_____	\$_____
3.	stream credit in ILF SSA 2	1	\$720.00	\$720.00
4.	wetland credits in ILF SSA 2	1	\$_____	\$_____
5.	stream credit in ILF SSA 4	1	\$720.00	\$720.00
6.	wetland credit in ILF SSA 4	1	\$_____	\$_____
7.	stream credit in ILF SSA 5	1	\$_____	\$_____
8.	wetland credit in ILF SSA 5	1	\$_____	\$_____

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: Oxbow Mitigation Bank

Physical Address: No mailing address for this bank. Site is located in Ritchie County, West Virginia.

Bank Owner Name: EIP III Credit Co., LLC

Bank Owner Address: 5550 Newbury Street Suite B, Baltimore, MD 21209

Contact Name: Joe Williams

Contact Email: joe@ecosystempartners.com

Service Area (HUCs): primary 05030203, secondary: 05030201, 05030202, 05020001, 05020002, 05050007, 05050008.

Required Items: Return the following with your bid.

A bank geographic service area map is attached.

A sample purchase agreement is attached.

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: Crow Run Mitigation Bank

Physical Address: No mailing address for this bank. Site is located in Wetzel County, West Virginia.

Bank Owner Name: EIP III Credit Co., LLC

Bank Owner Address: 5550 Newbury Street Suite B, Baltimore, MD 21209

Contact Name: Joe Williams

Contact Email: joe@ecosystempartners.com

Service Area (HUCs): primary: 05030201, secondary: 05030106, 05020002, 05020003, 05030203, 05030202.

Required Items: Return the following with your bid.

A bank geographic service area map is attached.

A sample purchase agreement is attached.

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: Brushy Fork

Physical Address: No mailing address for this bank. Site is located in Barbour and Harrison Counties, West Virginia.

Bank Owner Name: EIP III Credit Co., LLC

Bank Owner Address: 5550 Newbury Street Suite B, Baltimore, MD 21209

Contact Name: Joe Williams

Contact Email: joe@ecosystempartners.com

Service Area (HUCs): primary: 05020002. secondary: 05020001, 05020003, 05030203, 05030201

Required Items: Return the following with your bid.

A bank geographic service area map is attached.

A sample purchase agreement is attached.

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: Kanawha - Sapsucker Run Mitigation Bank

Physical Address: No mailing address for this bank. Site is located in Mason County, West Virginia.

Bank Owner Name: EIP III Credit Co., LLC

Bank Owner Address: 5550 Newbury Street Suite B, Baltimore, MD 21209

Contact Name: Joe Williams

Contact Email: joe@ecosystempartners.com

Service Area (HUCs): primary: 05050008. secondary: 05050007, 05050005, 05050003, 05050002, 05020004, 05050006, 05050009

Required Items: Return the following with your bid.

A bank geographic service area map is attached.

A sample purchase agreement is attached.

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: Kanawha-Yeager Fork Mitigation Bank

Physical Address: No mailing address for this bank. Site is located in Mason County, West Virginia.

Bank Owner Name: EIP III Credit Co., LLC

Bank Owner Address: 5550 Newbury Street Suite B, Baltimore, MD 21209

Contact Name: Joe Williams

Contact Email: joe@ecosystempartners.com

Service Area (HUCs): primary: 05050008. secondary: 05050007, 05050005, 05050003, 05050002, 05020004, 05050006, 05050009

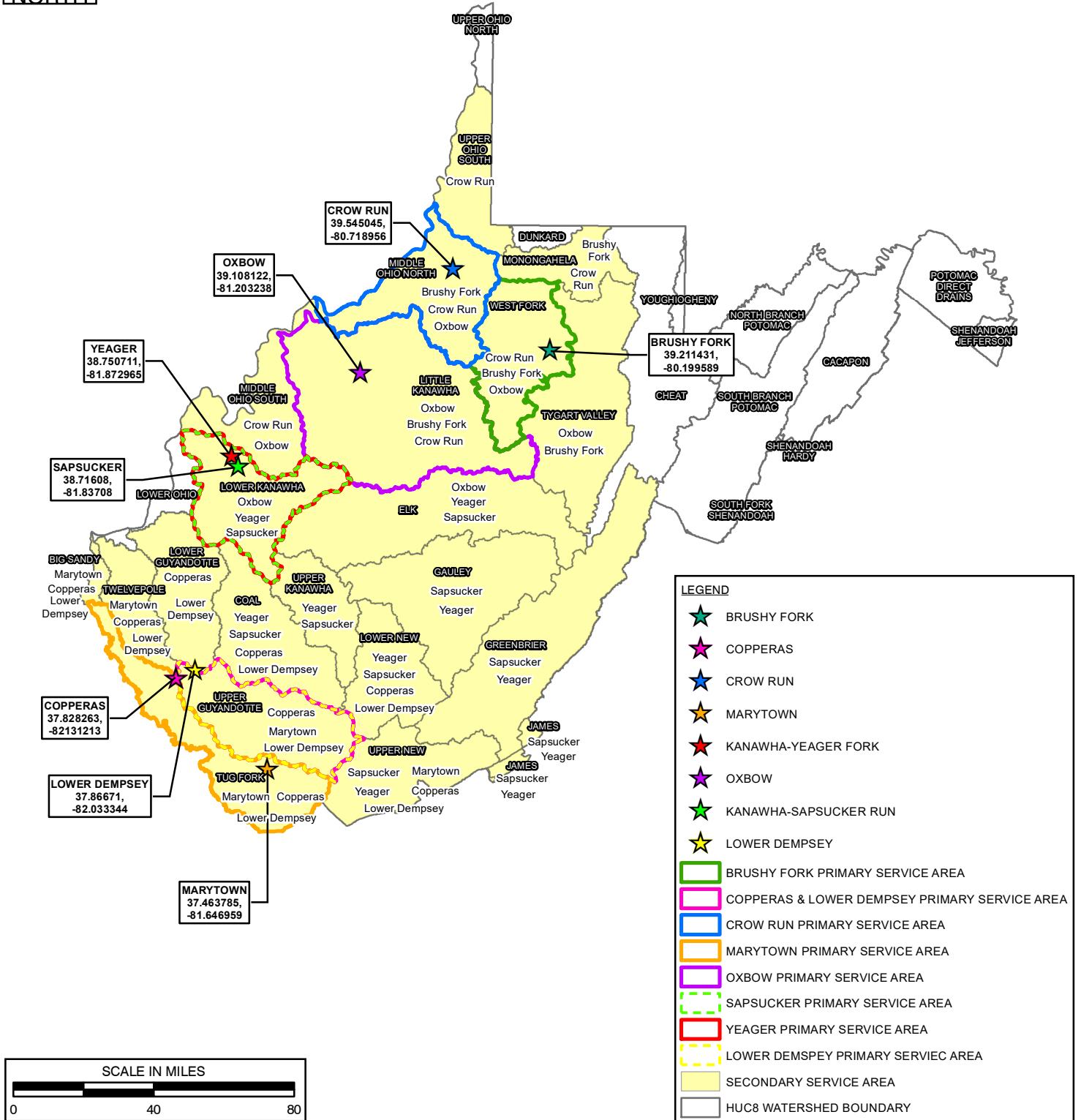
Required Items: Return the following with your bid.

A bank geographic service area map is attached.

A sample purchase agreement is attached.



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Civil & Environmental
Consultants, Inc.

120 Genesis Boulevard
Bridgeport, WV 26330

Ph: 304.933.3119 · 855.488.9539

www.cecinc.com

ECOSYSTEM INVESTMENT PARTNERS
WEST VIRGINIA MITIGATION BANKS

SERVICE AREAS

DRAWN BY:	JLR	CHECKED BY:	TAD	APPROVED BY:	RAE*	FIGURE NO:	1
DATE:	5/14/2024	SCALE:	1" = 40 miles	PROJECT NO:	184-543		

STREAM CREDIT PURCHASE AGREEMENT

THIS STREAM CREDIT PURCHASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, (the "Effective Date") by and between EIP III CREDIT CO., LLC, a Delaware limited liability company, having an address of 5550 Newbury Street Suite B, Baltimore, MD 21209 ("Seller"), and BUYER having an address of [Click or tap here to enter text.](#) ("Buyer").

RECITALS

WHEREAS, Seller is the sponsor of the XXXXX Mitigation Bank, located in XXXXX County, West Virginia, within the XXXXX subbasin of West Virginia (HUC XXXXXXXX) and permitted by the US Army Corps of Engineers ("Corps") pursuant to a Mitigation Banking Instrument ("MBI") agreement duly executed by the Seller and the Corps on XXXXX, XX, XXXX; and

WHEREAS, Buyer seeks to fulfill the requirements of a permit (permit number [Click or tap here to enter text.](#)) from the Corps under Section 404 of the Clean Water Act through the purchase of Stream Credits (as defined below) from Seller under the provisions of this agreement so as to allow stream impacts in [Click or tap here to enter text.](#) County, West Virginia; and

WHEREAS, the Corps has determined that Buyer shall be required to purchase a total of CREDITS Stream Credits due to the proposed impacts to streams resulting from their [Click or tap here to enter text.](#) project (the "Project"); and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

- 1) RECITALS. The recitals are hereby incorporated herein by this reference and made a part of this Agreement.
- 2) DEFINITIONS. The following terms shall have the following meanings in this Agreement:
 - a) STREAM CREDITS. "Stream Credits" shall mean mitigation credits sold from the Stream Bank (defined below) and determined by the Corps using the West Virginia Stream and Wetland Valuation Metric ("SWVM").
 - b) STREAM BANK "Stream Bank" shall mean the bank sponsored by Seller with stream mitigation Stream Credits for sale to the open market in connection with Section 404 of the Clean Water Act permitted projects, as to be provided for by the MBI
- 3) CREDITS PURCHASED. Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer CREDITS Stream Credits. Stream Credits are non-transferrable and non-refundable.
- 4) COMPENSATION. In exchange for the Stream Credits being purchased hereunder, Buyer shall, subject to the terms and conditions of this Agreement, pay to the Seller a unit price of \$XXX per Stream Credit, for a sum total of _____ Dollars (\$\$_____) (the "Purchase Price").

- a) PAYMENT OF PURCHASE PRICE. On or before ten (10) days from the Effective Date of this Agreement, Buyer shall pay to Seller the Purchase Price as stated herein. All payments hereunder shall be made to EIP III CREDIT CO., LLC.
- b) METHOD OF PAYMENT OF PURCHASE PRICE. Payments made pursuant to this Agreement shall be made to EIP III Credit Co., LLC ("EIP"). Buyer shall pay the Purchase Price by either a wire transfer or Automated Clearing House (ACH) transfer. EIP shall not accept payment in any form of check. In no instance shall Stream Credits be transferred by Seller to Buyer prior to EIP having received full payment from Buyer for the Stream Credits being Transferred. Upon its receipt of full payment of the Purchase Price, Seller shall promptly notify the Corps that Buyer has acquired the Stream Credits from the Stream Bank, with such notification to take the form of an update to the Corps' online RIBITS ledger and a Sales Verification Notice, copies of which shall contemporaneously be sent to Buyer. Please contact sales@ecosystempartners.com to securely receive wire transfer / ACH payment instructions.
- c) TERMINATION. At Seller's discretion, this Agreement shall automatically terminate if Buyer does not pay the full Purchase Price to Seller on or before ten (10) days from the Effective Date of this Agreement. In any event, this Agreement must be fully executed on or before [Click or tap to enter a date.](#), or, at the discretion of the Seller, any and all obligations of the Seller shall be terminated.
- 5) CONTRACT TERM PERIOD. Upon receipt of the Purchase Price, Seller will consider the purchased credits as Under Contract for a term period not to extend more than three (3) years from the Effective Date (the "Term") of this agreement. Any extension of the Term longer than three years is at the sole discretion of the Seller. Once the Term has expired, credits that have not been applied to an issued permit will be forfeited from the Buyer to the Seller without credit, refund or offset. Once such credits are forfeited, they may not be reinstated.
- 6) SELLER'S COVENANTS AND REPRESENTATIONS. Seller represents that it is authorized by Corps to sell Stream Credits from the Stream Bank in accordance with the MBI. Seller shall be responsible for the development and maintenance of the Stream Credits and the Stream Bank in accordance with the requirements approved and defined in the MBI and other applicable laws. Seller has good and sufficient title to the Stream Credits it will sell to Buyer. Buyer shall have no rights or obligations to perform any of the responsibilities of the Seller now or hereafter set forth by the Corps regarding the development and maintenance of the Stream Credits or the Stream Bank nor shall Buyer have any rights or obligations to enforce any of the responsibilities of the Seller under the MBI.
- 7) NOTICES. Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, by facsimile or electronic mail to the parties hereto as follows:

If to Seller:

EIP III CREDIT CO., LLC
c/o Ecosystem Investment Partners
5550 Newbury Street Suite B
Baltimore, MD 21209
Attn: Kevin Roush
304.719.2511
kevin@ecosystempartners.com

If to Buyer:

BUYER

Any notice given pursuant hereto by overnight courier shall be effective as of delivery; any notice given pursuant hereto by First Class United States mail, return receipt requested, shall be effective as of the third business day following its posting, and any notice given pursuant hereto by facsimile or electronic mail shall be effective as of receipt of a confirmation by the sending party.

- 8) PRIOR AGREEMENTS. This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written document stating the specifics of such amendment, executed by both Seller and Buyer.
- 9) APPLICABLE LAW. Seller and Buyer shall be contractually bound to this Agreement, which shall be governed by the laws of the State of West Virginia and subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws, which might have otherwise impacted this Agreement, shall not be enforced retroactively after execution of this Agreement. Each party shall be held harmless for damages sustained by the other party as a result of changes in federal, state, or local laws pertaining to this transaction or the interpretation or enforcement of said changes.
- 10) ATTORNEYS' FEES. In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.
- 11) SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and Buyer, as the case may be, and their respective successors and assigns. Neither party hereto shall assign any interest hereunder without the prior written approval of the other, which approval shall not be unreasonably withheld.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SELLER:

BUYER:

EIP III CREDIT CO., LLC

BUYER

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

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

(Printed Name and Title) _____

(Address) _____

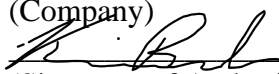
(Phone Number) / (Fax Number) _____

(email address) _____

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

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

(Company)


(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Company



Authorized Signature

Date

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