



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

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000163048

SO Doc ID: DEP2400000037

Legal Name: ALLSTAR ECOLOGY LLC

Published Date: 5/13/24

Alias/DBA:

Close Date: 5/16/24

Total Bid: \$640.00

Close Time: 13:30

Response Date: 05/16/2024

Status: Closed

Response Time: 9:54

Solicitation Description: Mitigation Credits

Responded By User ID: esmith14

Total of Header Attachments: 4

First Name: Ernie

Total of All Attachments: 4

Last Name: Smith

Email: ernie@allstarecology.com

Phone: 3046946476



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 ESR05162400000007108	1

VENDOR
000000163048
ALLSTAR ECOLOGY LLC

Solicitation Number: CRFQ 0313 DEP2400000037
Total Bid: 640
Response Date: 2024-05-16
Response Time: 09:54:00
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 Per the Attached Exhibit A Pricing Page	1.00000	EA	640.000000	640.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: See attached Exhibit A pricing documents for pricing sheets for each mitigation bank and associated SSA. Pricing is as follows for all mitigation banks in SSA 1, SSA 2, and SSA 4
Stream Credits = \$640, Wetland Credits = \$52,000
Provided Mitigation Banks can service SSA 1, SSA 2, and SSA 4

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP24*37

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

AllStar Ecology

Company



Authorized Signature

5/16/23

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

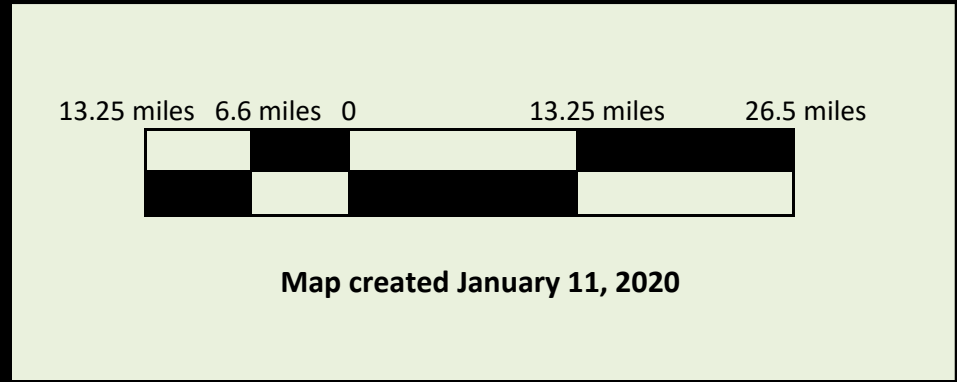
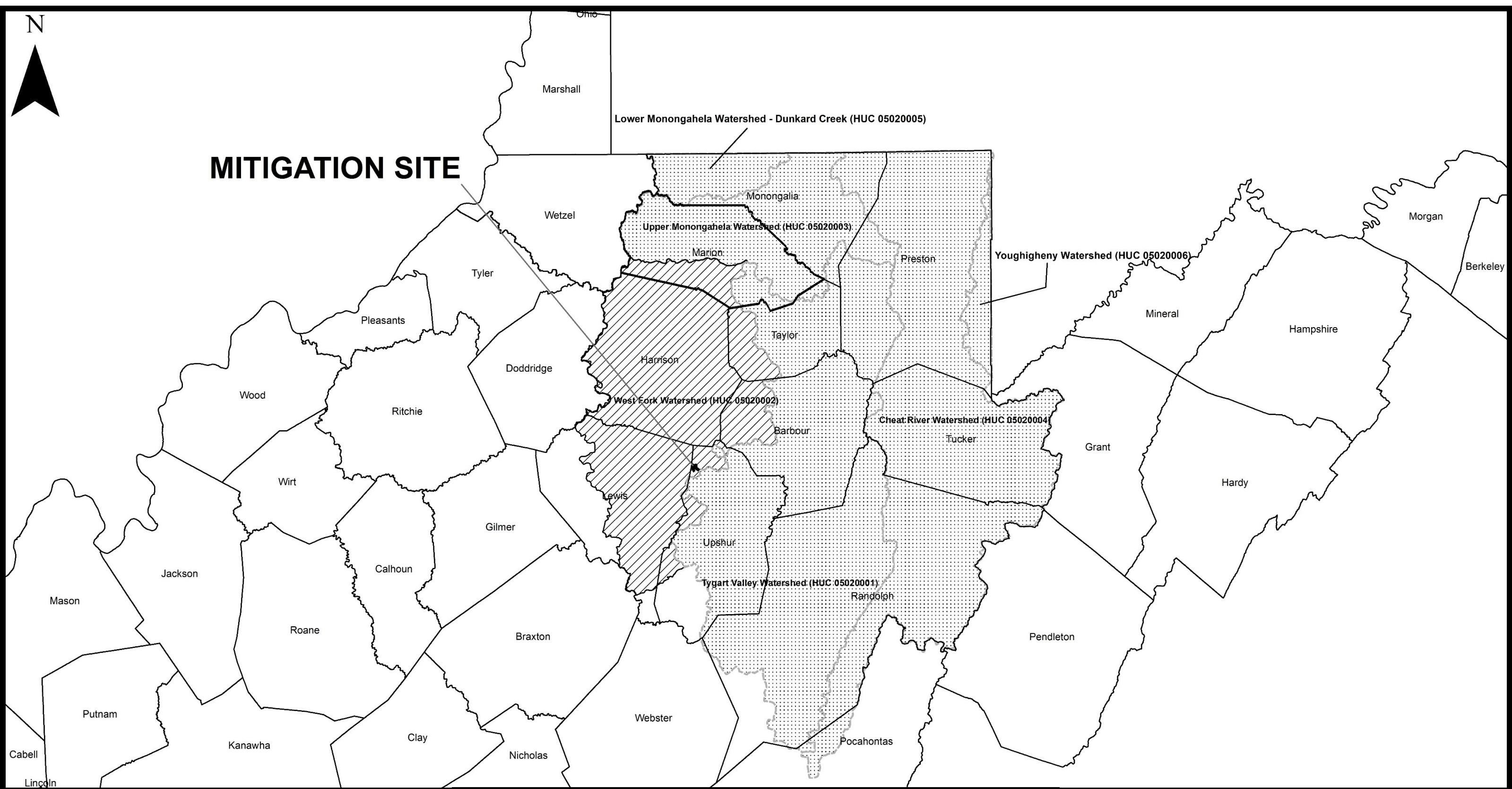

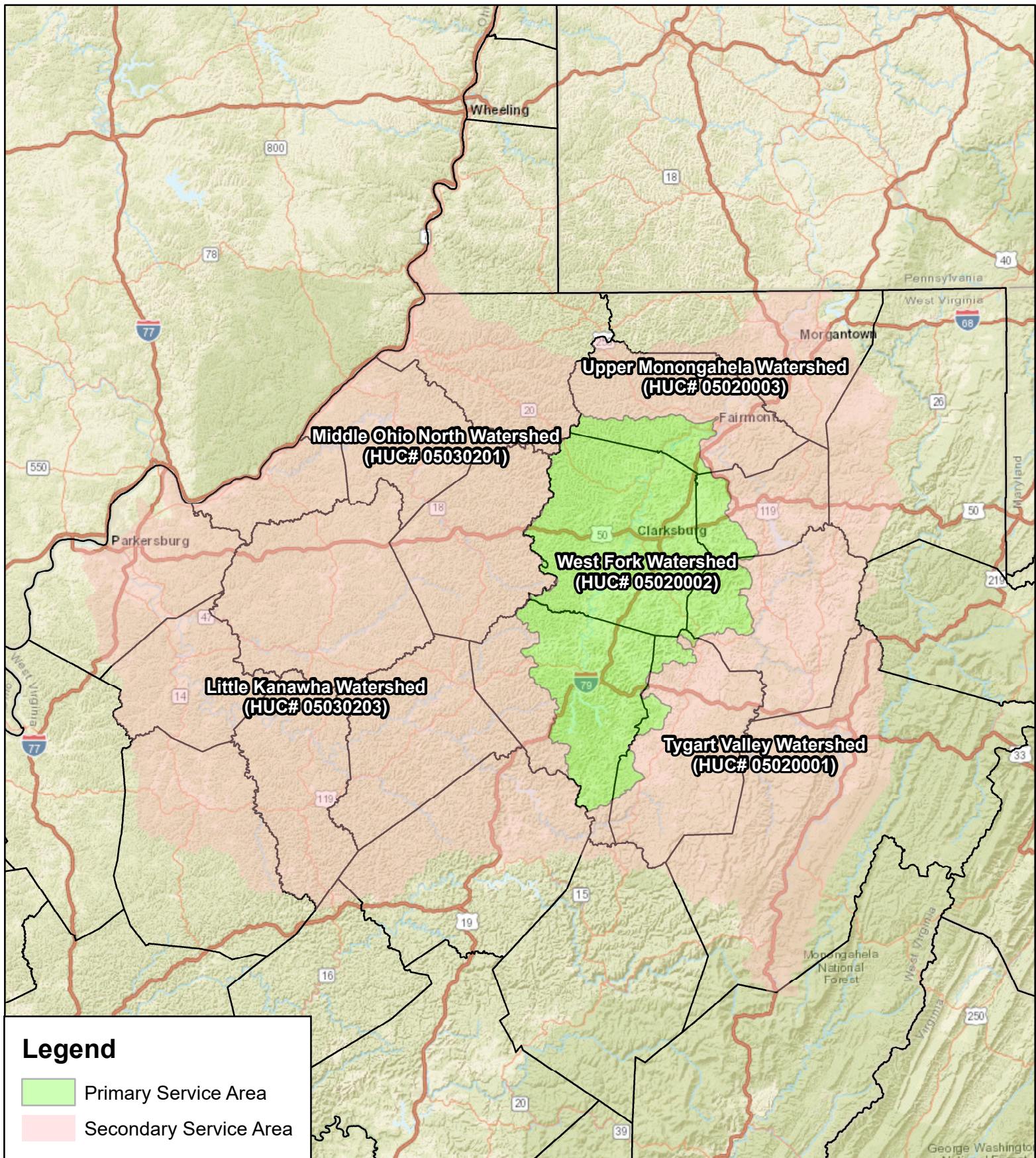


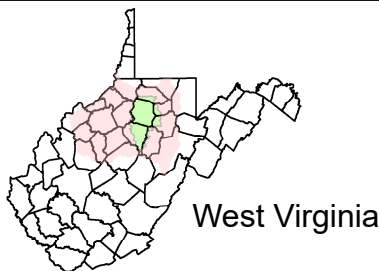
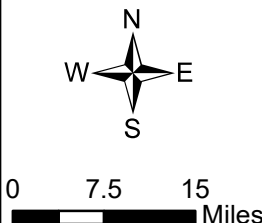
Exhibit 2
Bear Knob Mitigation Bank
Bank Service Area Map

 Primary Service Area



Legend

- Primary Service Area
- Secondary Service Area

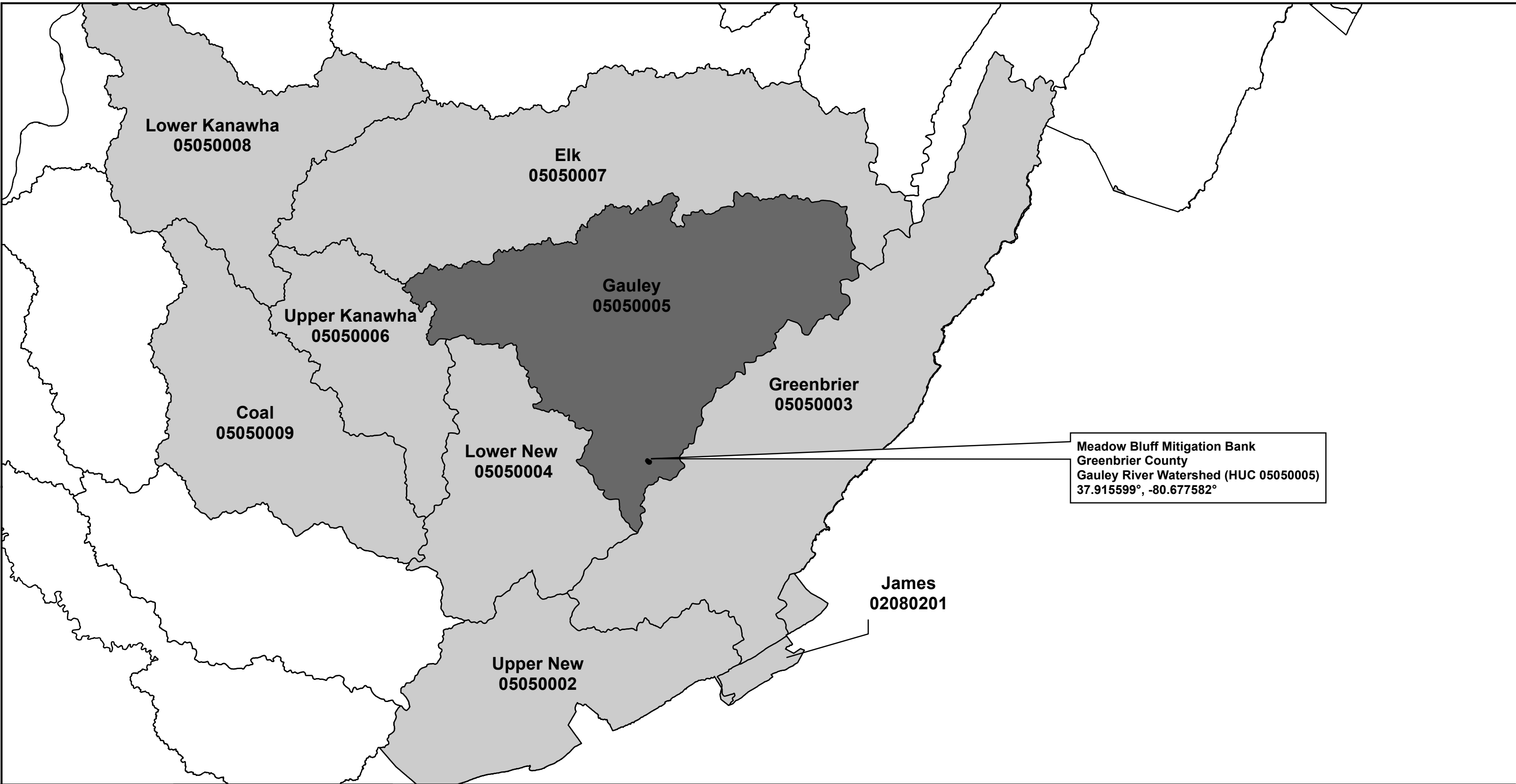


AllStar Ecology LLC

Hackers Creek Mitigation Bank
Service Area Map

Date: 12/21/2022

Version: #1



 ALLSTAR ECOLOGY Natural Resource Specialists	 0 5 10 20 Miles	 West Virginia		WV IRT	
				Meadow Bluff Mitigation Bank Service Area Map	
				Date: 4/5/2021	Sheet 1 of 1

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	3800	\$ _____	\$ _____
2.	wetland credit in ILF SSA 1	1	\$ _____	\$ _____
3.	stream credit in ILF SSA 2	1	\$ _____	\$ _____
4.	wetland credits in ILF SSA 2	1	\$ _____	\$ _____
5.	stream credit in ILF SSA 4	1	\$ <u>640</u>	\$ <u>640</u>
6.	wetland credit in ILF SSA 4	1	\$ <u>52,000</u>	\$ <u>52,000</u>
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: Meadow Bluff Mitigation Bank

Physical Address: 841 James River and Kanawha TPK, Smoot WV, 24958

Bank Owner Name: AllStar Ecology

Bank Owner Address: 1582 Meadowdale Road, Fairmont WV, 26554

Contact Name: Ryan Ward

Contact Email: ryan@allstarecology.com

Service Area (HUCs): Primary 05050005, Secondary 05050007, 05050003, 02080201, 05050002
05050004, 05050009, 05050006

Required Items: Return the following with your bid.

Bank geographic service area map or equivalent

Bank's Agreement for Credit Purchase and Sale

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	3800	\$ <u>640</u>	\$ <u>854,400</u>
2.	wetland credit in ILF SSA 1	1	\$ <u>52,000</u>	\$ <u>52,000</u>
3.	stream credit in ILF SSA 2	1	\$ <u>6.40</u>	\$ <u>6.40</u>
4.	wetland credits in ILF SSA 2	1	\$ <u>52,000</u>	\$ <u>52,000</u>
5.	stream credit in ILF SSA 4	1	\$ _____	\$ _____
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: Hackers Creek Mitigation Bank

Physical Address: N/A 39.094735, -80.264641

Bank Owner Name: Allstar Ecology

Bank Owner Address: 1582 Meadowdale Rd., Fairmont WV, 26554

Contact Name: Ryan Ward

Contact Email: Ryan@allstarecology.com

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

Required Items: Return the following with your bid.

Bank geographic service area map or equivalent

Bank's Agreement for Credit Purchase and Sale

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	3800	\$ _____	\$ _____
2.	wetland credit in ILF SSA 1	1	\$ _____	\$ _____
3.	stream credit in ILF SSA 2	1	\$ <u>640</u>	\$ <u>640</u>
4.	wetland credits in ILF SSA 2	1	\$ <u>52,000</u>	\$ <u>52,000</u>
5.	stream credit in ILF SSA 4	1	\$ _____	\$ _____
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: Bear Knob Mitigation Bank

Physical Address: 265 Hildreth Rd., Buckhannon, WV 26201

Bank Owner Name: Allstar Ecology

Bank Owner Address: 1582 Meadowdale Rd., Fairmont, WV 26554

Contact Name: Ryan Ward

Contact Email: Ryan@allstarecology.com

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

Required Items: Return the following with your bid.

Bank geographic service area map or equivalent

Bank's Agreement for Credit Purchase and Sale

AGREEMENT FOR PURCHASE AND SALE OF MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND WETLAND
CREDITS

(this "Agreement") is dated this ____ day of , 2024 by and between AllStar Ecology, LLC, a West Virginia Limited Liability Company and the operator of a stream and wetland mitigation bank commonly known as the Hackers Creek Mitigation Bank ("Seller"), and XXXX ("Purchaser").

RECITALS

A. Seller has acquired the right to create and operate a wetland and stream mitigation bank on approximately 41.72 acres located in Upshur and Harrison Counties, West Virginia (the "Hackers Creek Mitigation Bank," or the "Bank"); and

B. Seller has developed the Bank under United States Army Corps of Engineers - Pittsburgh District (the "Corps") and the West Virginia Department of Environmental Protection ("WVDEP") Nationwide Permit No. 27 2013-1068, the Mitigation Site Plan and Umbrella Mitigation Banking Instrument for the Hackers Creek Mitigation Bank (the "UMBI") dated May 2016 and approved January 31, 2017 by the Corps and the WVDEP to operate as a wetland and stream mitigation bank with wetland and stream credits available for sale; and

C. Seller has received approval from the Corps and WVDEP to offer wetland and stream credits from the Bank for sale as compensation for the loss of wetlands and streams due to impacts to aquatic resources within the "Service Area," as defined by the UMBI, which shall include the areas identified by the following eight-digit Hydrologic Unit Codes ("HUCs") as designated by the U.S. Geological Survey ("USGS"): Primary – West Fork (05050002) and Secondary – Tygart Valley (05020001), Upper Monongahela (05020003), Middle Ohio North (05030201) and Little Kanawha (05030203): and

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser wetland mitigation credits pursuant to the terms and conditions set forth herein. Pursuant to a condition of Corps Permit number LRH-2017-0018, Purchaser is required to compensate for stream and wetland impacts resulting from XXXX located in XXX County, West Virginia; and

E. The Corps has determined that Purchaser shall be required to purchase a total of XXX credits, of which, XXX Wetland Credits will be purchased from Seller's Hackers Creek Mitigation Bank.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof as if fully set forth herein.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Purchaser or its designee(s), and Purchaser, or its assignee(s), hereby purchases from Seller XXX mitigation credits (the "Credits") in the Bank. No later than one (1) year following the transfer of any Credit to Purchaser, commencing upon date of receipt of invoice by Purchaser of an invoice for the same, or as otherwise agreed to by the parties to this Agreement, Purchaser shall apply the Credit toward one or more projects owned or controlled by Purchaser or by one of its affiliates, as provided in Section 6(l) of this Agreement. Seller agrees to cooperate with and assist Purchaser in preparation of any documentation necessary to demonstrate the validity or efficacy of these applications of Credit pursuant to this Agreement to the Corps, WVDEP, United States Environmental Protection Agency ("EPA") and any other governing agency with jurisdiction over the creation and operation of wetland and stream mitigation banks.

3. Purchase Price.

(a) The purchase price for each Wetland Credit shall be Fifty Two Thousand and 00/100 Dollars (\$52,000.00), for a total purchase price of XXX (\$XXX) (the "Purchase Price"). Purchaser shall make payment of the Purchase Price by depositing the Purchase Price with Seller within twenty-one (21) days of Seller notifying Buyer that Seller has received Secondary Service Area Approval. All payments hereunder shall be made to AllStar Ecology LLC.

(b) The purchase price for each Stream Credit shall be Six Hundred and Fifty and 00/100 Dollars (\$640.00), for a total purchase price of XXX (\$XXX) (the "Purchase Price"). Purchaser shall make payment of the Purchase Price by depositing the Purchase Price with Seller within twenty-one (21) days of Seller notifying Buyer that Seller has received Secondary Service Area Approval. All payments hereunder shall be made to AllStar Ecology LLC.

(c) Upon payment in full for any Credit, neither Purchaser nor its successors, assignees or designees shall be liable to Seller or to any third party for the payment of any other

consideration or fee in connection with the conveyance or assignment and/or re-conveyance of that Credit to Purchaser or its affiliates.

(d) Seller shall fully release, indemnify, defend, and hold harmless Purchaser and Purchaser's successors, affiliates, assigns, and designees, and its and their respective contractors (excluding Seller), subcontractors, directors, officers and employees, from and against all claims, liabilities, obligations, losses, damages, suits, costs and expenses (including reasonable attorney's fees and disbursements) of whatsoever kind and nature which arise out of, or are related to, Seller's failure to comply with this Agreement, including a breach by Seller of any of its representations, warranties and covenants herein. This Section 3(c) shall survive the expiration or earlier termination of this Agreement.

4. Delivery of Credits. Upon payment in full for any Credit, Seller shall deliver to Purchaser, its successors, assigns or designees the following documents to evidence the conveyance of the Credits:

(a) An affidavit in substantially the same form as Exhibit A attached hereto, with the project number filled in, if requested, and which upon the written request of Purchaser shall also be delivered by Seller to the Corps, EPA, and, if appropriate, the WVDEP.

(b) A bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby represents, warrants and covenants with Purchaser as follows as of the date of this Agreement and again on the date of any and all transfers of Credits:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A, B, C, and D above.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller shall follow and comply with all maintenance requirements for the Bank as required by the Corps, WVDEP, EPA, and any other agency having jurisdiction over the Bank.

(d) Seller has full power and authority to convey the Credits to Purchaser, free and clear of any liens, security interests or other encumbrances, and to consummate the transactions contemplated herein

(e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(f) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(g) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(h) Seller shall be solely responsible, at its sole cost and expense, for compliance with Seller's obligations under this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank (collectively the "Bank Regulatory Requirements"). Seller shall release, indemnify, defend, and hold harmless Purchaser and Purchaser's successors, affiliates, assigns, and designees, and its and their respective contractors (excluding Seller), subcontractors, directors, officers and employees ("Purchaser Indemnified Parties"), from and against all claims, liabilities, obligations, losses, damages, suits, actions, orders, investigations, or proceedings of whatsoever kind and nature arising from or based on Seller's failure to comply with (i) this Agreement, including, but not limited to, a breach by Seller of any of its representations, warranties and covenants herein, and (ii) any Bank Regulatory Requirements, in any case with such indemnification to include any and all costs and expenses, including without limitation, reasonable attorneys' fees, incurred by Purchaser Indemnified Parties related thereto.

(i) Seller represents and warrants that the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is and shall be valid, binding, and legally enforceable in accordance with its terms.

(j) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: AllStar Ecology, LLC
Attn: Ryan L. Ward
1582 Meadowdale Road
Fairmont, WV 26554

Purchaser: XXXXXX

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Entire Agreement; Modification. This Agreement contains the entire understanding of the parties and is intended as a final expression and a complete statement of the terms of their agreement. The terms of this Agreement specifically supersede any existing agreement between the parties hereto with respect to the subject hereof. This Agreement shall not be modified or amended except by a written document executed by both parties.

(c) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, with the proper venue being Upshur or Harrison Counties, except to the extent that any applicable federal law or regulation shall supersede West Virginia law in relation to the matters set forth in this Agreement.

(d) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(e) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(f) Additional Assurances. Seller and Purchaser agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(g) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(h) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of

real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Force Majeure. Should Seller be prevented from complying with any express or implied covenant of this Agreement because of any changes to federal or state law that renders the purpose of this Agreement ineffective, or because of any order, rule, or regulation of a governmental authority that renders the purpose of this Agreement ineffective, then while so prevented, Seller's obligations to comply with such covenant shall be suspended, and Seller shall not be liable in damages for failure to comply therewith.

(i) Purchaser shall have the right to terminate this Agreement based on the occurrence of any Force Majeure event that delays the release of Credits

(ii) This Force Majeure provision is effective only so long as Seller is in full compliance with federal and state law.

(k) Exclusivity. During the pendency of this Agreement and for so long as Purchaser is not in default of its duties pursuant to this Agreement, Seller shall neither seek nor solicit any offers relating to the sale, transfer, or other disposition of the Credits, nor respond to, negotiate, or accept any such offers, even if unsolicited.

(l) Assignability. Purchaser may assign its rights and obligations hereunder to any project undertaken by Purchaser's parent company or its subsidiaries or affiliates. Seller shall not assign its obligations hereunder to any third-party entity without the prior written consent of Purchaser, which may be withheld in Purchaser's sole discretion.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature shall have the same legal effect as an original.

(Remainder of page intentionally left blank. Signature page follows.)

WITNESS the following authorized signatures:

SELLER: ALLSTAR ECOLOGY, LLC., a West Virginia Limited Liability Company

By:

Printed: Ryan L. Ward

Title: Member

PURCHASER:

XXXX

By:

Printed:

Title:

EXHIBIT A

AFFIDAVIT OF WETLAND MITIGATION CREDIT SALE

I, Ryan L. Ward, certify that I am now, and at all times mentioned herein have been, a Member of AllStar Ecology, LLC, a West Virginia Limited Liability Company (the "Company"), and as such I hereby certify the following:

The Company, as of the date hereof, has granted, sold, and transferred or made available for transfer and **XXX** Stream Credits and **XXX** Wetland Credits to **XXX**, a **XXX** from the **Hackers Creek Mitigation Bank** located in **Upshur and Harrison** Counties, West Virginia, established under the authority of the United States Army Corps of Engineers – **Pittsburgh District Nationwide Permit No. 2013-01068-OHR-Hackers Creek, issued on January 31, 2017.**

The execution and delivery of this Affidavit has been duly authorized and is not in violation of the incorporation or organizational documents of the Company or any other agreement, document, or obligation to which the Company is bound.

IN WITNESS WHEREOF, I have duly executed this Affidavit as of the _____ day of _____, 2024.

AllStar Ecology, LLC, a West Virginia Limited Liability Company

By: _____

Printed: Ryan L. Ward

Title: Member

STATE OF WEST VIRGINIA:

COUNTY OF MARION:

Sworn to and subscribed before me this _____ day of _____, 2024 the undersigned Notary Public for and in the jurisdiction aforesaid, by Ryan L. Ward, a member of AllStar Ecology, LLC, a West Virginia Limited Liability Company.

Notary Public

My commission expires:

EXHIBIT B
BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2024, by ALLSTAR ECOLOGY, LLC, a West Virginia Limited Liability Company, ("Seller"), and XXX, a XXX ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2024 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream and Wetland Credits (as defined in the Agreement) held in Seller's Hackers Creek Mitigation Bank located in Upshur and Harrison Counties, West Virginia.

In consideration of the Stream and Wetland Credit Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, XXX Stream Credits and XXX Wetland Credits, to have and hold all such Credits forever.

Witness the following authorized signature:

AllStar Ecology, LLC, a West Virginia Limited Liability
Company

By: _____

Printed: Ryan L. Ward
Title: Member