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Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 854643	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0310
Vendor ID: 000000163048	SO Doc ID: DNR2100000062
Legal Name: ALLSTAR ECOLOGY LLC	Published Date: 3/11/21
Alias/DBA:	Close Date: 3/25/21
Total Bid: \$81,325.00	Close Time: 13:30
Response Date: 03/24/2021	Status: Closed
Response Time: 22:44	Solicitation Description: Wildlife-Open-End Herbicide Application for North Region
Responded By User ID: AllStarEcology	Total of Header Attachments: 1
First Name: Ryan	Total of All Attachments: 1
Last Name: Ward	
Email: ryan@allstarecology.com	
Phone: 3046927477	

wvOASIS Pricing Page w/Remarks

CL Description	Total Price	Comments	Rqst Quantity	Rqst Unit	Unit Price	Delivery Days from Award
Foliar Treatment-Truck or UTV Mounted Sprayer	\$ 12,500.00	ASE can provide a 2 man crew with an experienced lead to utilize either our 3/4 ton truck with 200 gallon sprayer or UTV with 55 gallon sprayer. Crew members will be able to effectively communicate with WVDNR personnel and utilize GPS mapping or geo referenced PDFs if provided.	100	HOUR	\$ 125.00	60
Foliar Treatment-Backpack Sprayer	\$ 20,625.00	ASE will supply a 4 man crew with experienced lead to apply herbicide with 5 gallon Solo brand backpack sprayers. Our crews are trained to limit non target overspray and help acheive goals of forestry and wildlife projects. Crew members will be able to effectively communicate with WVDNR personnel and utilize GPS mapping or geo referenced PDFs if provided.	100	HOUR	\$ 206.25	60
Hack-n-Squirt Treatments-Pre/post Harvest	\$ 20,625.00	ASE will supply a 4 man crew with experienced lead to apply herbicide with Eastwing hatchets and squirt bottles. Our crews are trained to property identify and treat correct species and help acheive goals of forestry and wildlife projects. Crew members will be able to effectively communicate with WVDNR personnel and utilize GPS mapping or geo referenced PDFs if provided.	100	HOUR	\$ 206.25	60
Basal spray	\$ 20,625.00	ASE will supply a 4 man crew with experienced lead to apply herbicide with 5 gallon Solo brand backpack sprayers. Our crews are trained to limit non target overspray and help acheive goals of forestry and wildlife projects. Crew members will be able to effectively communicate with WVDNR personnel and utilize GPS mapping or geo referenced PDFs if provided.	100	HOUR	\$ 206.25	60
Roundup or Equal	\$ 1,500.00	Round up Pro Conentrate	50	GL	\$ 30.00	60
Triclopyr	\$ 890.00	Garlon 3A	10	GL	\$ 89.00	60
Metsulfuron Methyl	\$ 450.00	Escort XP	3	LB	\$ 150.00	60
2,4-D	\$ 230.00	Platoon	10	GL	\$ 23.00	60
Garlon 4 Ultra or Equal	\$ 1,090.00	Garlon 4 Ultra	10	GL	\$ 109.00	60
Arsenal AC or Equal	\$ 1,800.00	Polaris AC Complete	10	GL	\$ 180.00	60
Non-Ionic Surfactant	\$ 390.00	LI 700 Leci-Tech	10	GL	\$ 39.00	60
Dye/Colorant	\$ 600.00	Bullseye	10	GL	\$ 60.00	60
	\$ 81,325.00					



**Proposal
For
Wildlife-Open-End Herbicide Application for North Region
Sol. No. ARFQ 0310 DNR2100000062**

**Prepared by:
AllStar Ecology LLC
1582 Meadowdale Road
Fairmont, WV 26554**

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1. INTRODUCTION

AllStar Ecology LLC (ASE) was founded in 2007 to provide sound environmental consulting on natural resource issues and efficient solutions to permitting constraints. AllStar Ecology takes pride in its willingness and flexibility to ensure that the goals of its clients are met along with the compliance with natural resource regulations. We provide specialized vegetation management assistance to landowners, government agencies, gas/mineral extraction companies, engineers, consultants, developers, non-profits, etc. for projects involving streams and wetlands, rare-threatened-endangered species, or other environmental challenges. Unlike most landscape or tree service companies ASE's applicators and technicians are degreed scientists, biologists, foresters, or they are seasonal interns working their way towards a college degree and future career as an environmental professional.



Vegetation Services

- Invasive Species Control
- Reforestation/ Tree Planting
- Timber Stand Improvement
- Timber Site Prep
- Wildlife Management
- Vegetation Control
- NWSG Establishment
- Compensatory Mitigation Compliance
- Pollinator Habitat

AllStar Ecology, LLC.
1582 Meadowdale Rd.
Fairmont, WV 26554
www.AllStarEcology.com

Certifications / Licenses

AllStar Ecology, LLC is a licensed pesticide application business in West Virginia and surrounding states and ASE maintains a crew of commercial applicators and registered technicians. ASE is certified for aquatic, forest pest, hardwood crop tree release, industrial weed/right-of-way, and turf applications. ASE has provided services all over the mid-Atlantic region and is also a licensed Excavation/General Engineering Contractor in West Virginia (WV046329) and a Virginia Class A Landscape Services Contractor (2705171487).

Pesticide Business Registration Numbers

- West Virginia: 1303
- Ohio: 104413
- Maryland: 31179
- Pennsylvania : BU13289
- Kentucky: 38897
- Virginia: 15018
- Washington DC: 10543
- New York: 17802

The AllStar Ecology Difference

Since its establishment, AllStar Ecology has strived to develop capabilities to manage various habitats to achieve desired goals such as wildlife management, forestry, total vegetation control, or management of areas around sensitive sites such as aquatic features. ASE experts are knowledgeable in the plants and vegetation communities and how to best achieve desired results from habitat manipulation and restoration practices. ASE has completed projects ranging from over 1,000 acre forest restorations to reestablishing a riparian buffer along few hundred feet of stream bank. ASE's knowledge, experience, and dedication are the keys to helping its clients achieve their goals.



2.0 Selected Project Experience

Contract Number: **2497-SRM-201** Award Amount: **\$17,500 (2014), \$20,357 (2015), \$19,357 (2016), \$21,500 (2017)**
\$20,250 (2018), \$22,750 (2019), \$24,735 (2020)

Client/Company's Name/Address: **Camp Dawson**
Kingwood, WV

Contact Name and Telephone number: **Rick Chaney**
(304)-791-4130

Description of Work Performed: **Treatment of training grounds in Preston County, WV for invasive species. Approximately 85 (2014), 98 (2015), 93 (2016), 100 (2017), 90 (2018), 91 (2019), and 97 (2020) acres of infestation were treated using foliar and hack/squirt methods. The infested acres were treated as part of an integrated pest management plan across the 3,000 acre site. Work was done with backpack sprayers, ATV mounted sprayers and vehicular mounted sprayer.**



Date completed or scheduled for completion: **Sept 2014-2020**

Contract Number: **W91237-14-T-0156, W91237-19-P-0057**
W91237-19-P-0044

Award Amount: **\$19,640 (2015), \$20,196 (2016),**
\$18,259 (2019), \$18,259 (2020), \$18,808 (2021)

Client/Company's Name/Address: **USACE Huntington Locks and Dams**
502 Eighth Street
Huntington, WV 25701-2070

Contact Name and Telephone number:
Lockmasters: Chris Gress: (304)-586-2501
Buckner Douglas: (740)-378-6102
Bill Theiss: (304)-576-2272

Description of Work Performed: **AllStar Ecology provided all management, supervision, labor, materials, tools and equipment necessary to provide total vegetation control at the US Army Corps of Engineers Locks and Dams Project. Areas requiring herbicide treatment included: Winfield Locks and Dam, Robert C Byrd Locks and Dam, and Belleville Locks and Dam.**



New contracts in 2019-2021 for RCB and Winfield Locks.

Date completed or scheduled for completion: **Sept 2015, Sept 2016, Sept 2019, Aug 2020, Aug 2021**



Contract Number: **W912DR-19-P-0032** Award Amount: **\$7,505 (2014), \$7,505 (2015), \$7,731 (2016), \$7,732 (2017), \$9,343 (2018), \$14,147 (2019), \$14,147 (2020), \$14,512 (2021)**

Client/Company's Name/Address: **USACE Jennings Randolph Lake**
P.O. Box 247
Elk Garden, WV 26717

Contact Name and Telephone: **Bill Donnellan**
(304)-355-2346

Description of Work Performed: **ASE conducted herbicide application for vegetation control in both public and non-public use areas around the lake for dam maintenance, drain control, overlook maintenance, camp and picnic areas.**

Date completed or scheduled for completion: **July 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021**



Contract Number: **N/A** Award Amount: **\$8,550 (2018), \$12,168 (2019), \$12,167(2020), \$12,950 (2021)**

Client/Company's Name/Address: **City of Cumberland**
215 Bowen Street
Cumberland, MD 21502

Contact Name and Telephone number: **Tim Murphy**
Flood Control Coordinator
(301)-707-5146

Description of Work Performed: **AllStar Ecology provided vegetation management services for maintenance on the levees along the North Branch of the Potomac River and Wills Creek. ASE conducted a foliar herbicide application using a systemic herbicide to treat all vegetation located on the inside slope of the levees. This includes the approximately 16 acres of mostly rip-rap areas.**

Date completed or scheduled for completion: **August 2018, 2019, 2020, 2021**



Contract Number: **: DNR170000038** Award Amount: **\$62,007 (2017)**

Client/Company's Name/Address: **WVDNR**
Statewide Contract

Contact Name and Telephone: **Josh Simons**
(681) 495-2601

Description of Work Performed: **Allstar Ecology provided herbicide services at wildlife management areas across the state to aid in forestry and wildlife management operations. A variety of application methods were utilized including hack-n-squirt, backpack sprayers, UTV sprayers, and truck sprayers. AllStar coordinated efforts with the WVDNR forester and the Area Managers at each WMA.**

Date completed or scheduled for completion: **August 2017**





Contract Number: **N/A**

Award Amount: **\$141,800 (2019)**

Client/Company's Name/Address: **Ecosystem Investment Partners
5550 Newbury St., Suite B
Baltimore, MD 21209**



Contact Name and Telephone number: **Troy Anderson
Assistant Director of Operations
(608)-212-6607**

Description of Work Performed: **AllStar Ecology provided vegetation management services for the Upper Ohio and Tuscarawas mitigation sites in Jewett, OH. ASE conducted a foliar herbicide application using a systemic herbicide to treat all invasive vegetation in stream, wetland, and upland buffer areas. In all, 345 acres were treated using backpack, UTV and truck mounted sprayers.**

Date completed or scheduled for completion: **September 2019**

Contract Number: : **N/A**

Award Amount: **\$22,500 (2019)**

Client/Company's Name/Address: **MarkWest Energy Partners L.P.
320 South View Drive, Suite 200
Bridgeport, WV 26330**



Contact Name and Telephone number: **George Hilvers
(304) 842-2197**

Description of Work Performed: **Allstar Ecology provided Integrated Pest Management services for newly established vegetation on pipeline right-of-ways. ASE entomologists identified biotic and abiotic damage to vegetation on the right-of-way and technicians used a contact insecticide to spot treat problem areas for yellowstriped and fall armyworm.**

Date completed or scheduled for completion: **October 2019**



Contract Number: N/A

Award Amount: \$272,650 (2019), \$34,256 (2020) \$45,067 (2021)

Client/Company's Name/Address: **Antero Resources**
535 White Oaks Blvd.
Bridgeport, WV 26330



Contact Name and Telephone number: **Zach Parsons**
(304)-992-4005

Description of Work Performed: **AllStar Ecology provided vegetation management services for over 200 industrial sites including well pads (2019 only), pipeline interchanges, and compressor stations for Antero Resources in West Virginia and Ohio to control impeding vegetation in one visit per growing season.**

Date completed or scheduled for completion: **October 2019, April 2020, May 2021**

Contract Number: : N/A

Award Amount: \$13,515 (2019)

Client/Company's Name/Address: **WVDNR**

Contact Name and Telephone: **Josh Allison**
(304) 546-6201



Description of Work Performed: **Allstar Ecology provided tree felling services for the WVDNR on 17 acres of field edge at Hillcrest Wildlife Management Area to create a feathered edge for wildlife habitat in a cutback border practice.**

Date completed or scheduled for completion: **September 2019**



Contract Number: **N/A**

Award Amount: **\$48,449.50 (2018-19)**

Client/Company's Name/Address: **Mid Ohio Valley QDMA**

Contact Name and Telephone number: **Camron Stover**
(304)-688-4373

Description of Work Performed: **AllStar Ecology, LLC (ASE) provided right-of-way, pre-harvest, and post-harvest vegetation management services for 169 acres at Lewis Wetzel Wildlife Management Area to enhance deer habitat.**

Date completed or scheduled for completion: **May 2019**



Contract Number: **: N/A**

Award Amount: **\$1,500 (2019)**

Client/Company's Name/Address: **Western PA Conservancy**
800 Waterfront Dr.
Pittsburgh, PA 15222

Contact Name and Telephone number: **Andrew Zadnik**
(412) 586-2318

Description of Work Performed: **Allstar Ecology provided site preparation services for 2 acres of field to be converted into wildflower plantings for pollinators.**

Date completed or scheduled for completion: **November 2019**





Contract Number: **AG-3434-P-16-0041**

Award Amount: **\$130,000 (2016)**

Client/Company's Name/Address: **USDA Forest Service**

Contact Name and Telephone number: **Jeff Kochenderfer**
(304)-257-4488

Description of Work Performed: **Upper Greenbrier Herbicide Spruce Commercial Units Project. AllStar Ecology provided hack-and-squirt herbicide application for a spruce restoration project in the Monongahela National Forest. The project spanned many months and approximately 1000 acres were treated.**

Date completed or scheduled for completion: **September 2016**



Contract Number: : **12343418Q0017**

Award Amount: **\$79,534 (2019)**

Client/Company's Name/Address: **USDA Forest Service**

Contact Name and Telephone number: **Jeff Kochenderfer**
(304)-257-4488

Description of Work Performed: **TyChest II Chemical Site Prep Project. AllStar Ecology provided hack-and-squirt herbicide application for a pre harvest timber stand improvement project in the Monongahela National Forest. The project covered 265 acres.**

Date completed or scheduled for completion: **July 2019**





Contract Number: N/A

Award Amount: \$2,500 (2019), \$2,500 (2020)

Client/Company's Name/Address: U.S Army Corps of Engineers

Contact Name and Telephone number: **Stacy Lewis**
(304)-265-1760



Description of Work Performed: **AllStar Ecology provided vegetation management services for Tygart Lake dam. Cracks and joints in the concrete dam face were treated with a systemic and pre emergent herbicide to control vegetation.**

Date completed or scheduled for completion: **September 2019, July 2020**

Contract Number: : **12343419P0036**

Award Amount: **\$30,627 (2019)**

Client/Company's Name/Address: **USDA Forest Service**

Contact Name and Telephone number: **Jeff Kochenderfer**
(304)-257-4488



Description of Work Performed: **Big Mountain Chemical Site Prep Project. AllStar Ecology provided hack-and-squirt herbicide application for a pre harvest timber stand improvement project in the Monongahela National Forest near Spruce Knob The project covered 85 acres.**

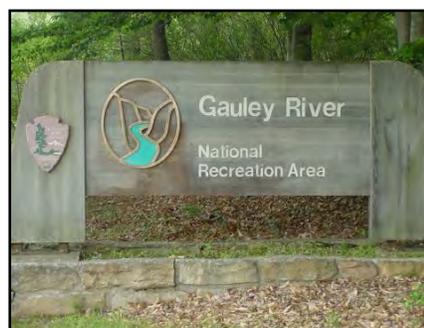
Date completed or scheduled for completion: **August 2019**

Contract Number: N/A

Award Amount: **\$7,200 (2020)**

Client/Company's Name/Address: **National Park Service**
Summersville, WV

Contact Name and Telephone number: **Douglas Manning**
(304)-465-6537



Description of Work Performed: **Treatment for hemlock wooly adelgid within the Gauley River National Recreation Area in Nicholas County, WV. Approximately 96 acres treated by applying CoreTect soil tablets of imidacloprid. Treated trees were selected by health and vigor, treatment location was recorded with a GPS unit, trees were tagged, and health and vigor data was collected.**

Date completed or scheduled for completion: **August-September 2020**

2. PROJECT METHODOLOGY

a. TECHNICAL MERITS

All employees at AllStar Ecology (ASE) have extensive training in dendrology and experience in herbicide application, wildlife management, forestry, and pollinator plot establishment. ASE personnel have extensive experience working in the diverse forest stands of the Appalachian region. Our workers typically have degrees in a natural resources field such as forestry or wildlife management or are interns working towards degrees.

All herbicide application will be performed by a Licensed Pesticide Applicator or Registered Technician. All label recommendations will be followed when storing, transporting, mixing and applying all herbicides. Herbicide will not be applied during adverse weather conditions and care will be taken to limit off target damage to desirable species.

For any required use of chainsaws or brush cutters, PPE will be worn at all times. PPE will consist of hardhat with face shield, eye protection, ear protection, and chaps. Spark arrestors will remain in place on all equipment. Care will be taken in fueling all small engines to avoid spills. A stocked spill kit will be kept on all work vehicles used for this project.

This contract is for herbicide application; however ASE utilizes its herbicide program not only for invasive species control and timber management, but the following services that might be of interest to the WVDNR.

Tree Seedling Planting

While not specifically required for this contract, ASE is a licensed nursery stock dealer in West Virginia and sources its materials from high quality nurseries throughout the region to provide materials best suited to planting locations. ASE planters recognize the differences in species and the microhabitats each species requires. ASE utilizes a mycorrhizal root dip and fertilizer tablet with each planted seedling. ASE maintains a cooler throughout the planting season to store bare root seedlings and keep them fresh until needed.



Wildlife Plots

ASE has prepared wildlife food plots and pollinator plots for the last few years including helping the state of WV with demonstration pollinator plots and speaking at implementation conferences for the state monarch butterfly plan. ASE installs native warm season grass plantings, pollinator plantings, and wildlife food plots on properties it manages and for its clients. ASE focuses on site prep generally utilizing herbicide to control existing vegetation and then either tilling or no till drilling depending on soil conditions. Plots will be maintained by mowing the first year and spot treatment of any invasive species.



Tree Girdling

ASE has girdled trees for bat habitat on over 600 acres of bat conservation sites. Our bat biologists have the experience to select the best trees and will girdle with either hatchet or chainsaw to achieve the desired effects. On some species we like to utilize herbicide as well to speed up the death of the tree and shorten the time for the tree to develop sloughing bark and bat habitat.



b. QUALITY CONTROL PLAN

ASE will work with the staff of the WVDNR at each wildlife management area to develop a site specific QA/QC plan that ensures the work is done in a satisfactory manner.

c. WORKSITE PLAN

ASE personnel will be provided appropriate accommodations for overnight travel. This includes appropriate sleeping, showering, bathroom, and food preparation facilities. ASE utilizes company leased bunkhouses, commercial hotels, or rental properties to provide crew housing if needed to complete a project.

ASE crews will maintain a clean worksite with disposal of waste and litter at proper facilities. The WVDNR will be notified if ASE discovers any damage to WVDNR property. Any damage done to gates or roads by ASE while completing a task order will be repaired by ASE.

d. SAFETY PLAN

General

A full copy of the ASE Personnel Safety Manual available upon request. A Jobsite Safety Analysis (JSA) is completed prior to beginning each job to identify potential hazards associated with job tasks. A tailgate safety meeting is held each morning prior to starting work. All manufacturer or label recommended PPE will be worn when operating equipment or applying chemicals. PPE will be inspected by the user before each use to assure it

is in working order. Seatbelts will be worn anytime a vehicle is in motion. Vehicle first aid kits and spill kits will be inspected and restocked before each job starts. Incidents will be reported to job Foreman immediately and an incident report will be completed.

Spills

Small spills will be contained and cleaned using the stocked spill kit that is available on each truck. Drying materials used in spill cleanup will be cleaned up and properly disposed of offsite. Large spills will be reported to WVDNR and the DEP. Crews will keep SDS and labels for all products to be used on each truck to provide to emergency service personnel if necessary.

Transportation of Herbicides

Herbicides will be transported in sealed and labeled containers. Copies of specimen labels and SDS sheets for all chemicals will be kept in vehicles. Herbicides will be locked in separate vehicle compartments away from all passengers and personal gear. Empty containers will be triple rinsed and properly disposed or recycled at ASE office facility.

Ongoing Safety Program

Mandatory companywide safety meetings are held each quarter. Documentation of these meetings is available upon request. A Jobsite Safety Analysis (JSA) is completed before each job and signed by each worker as part of a kickoff safety meeting. Informal tailgate safety meetings are held each day prior to beginning work.

OSHA Actions/Citations

AllStar Ecology has no OSHA actions or citations issued within the last three years.

e. SUSTAINABLE ACQUISITIONS PLAN

All containers and paper products that are recyclable will be recycled. Vegetable based oil will be used for oil based herbicide application. Bio lubricant will be used in chainsaws. Trucks and pumps will be turned off when not in use to avoid wasting fuel and excess emissions.



Attachment A:
Resumes of Key Personnel

Ryan L. Ward

- *Senior Environmental Scientist / Project Manager*



Ryan Ward is an owner of AllStar Ecology and has worked throughout the United States on various projects with an emphasis on wildlife research. Mr. Ward has studied in environments in Texas, New Mexico, Arizona, and Oklahoma. He also has extensive regulatory experience throughout the Mid-Atlantic region, especially in West Virginia and Virginia where he is a Certified Professional Wetland Delineator. Mr. Ward specializes in stream and wetland issues including delineation, compensatory mitigation, permitting, natural stream design, and wetland restoration. As a Project Manager, Mr. Ward has worked on regulatory compliance and approval for over 800 projects in West Virginia and Ohio. He is also the qualified individual for the company's contracting and pesticide application licenses in various states.

Education

- West Virginia University, Morgantown, WV
 - M.S. Wildlife and Fisheries Resources (2005)
 - Thesis: The Effects of Roads and Culverts on Stream and Stream-side Salamander Communities in Eastern West Virginia.
- Texas Tech University, Lubbock, TX
 - -B.S. in Honors Studies, Wildlife and Fisheries Management (2003)
 - -Minor: Biology

Work Experience

- AllStar Ecology LLC 2009-current
 - Senior Environmental Scientist/Project Manager/Owner
- Spring Peeper Farm & Nursery 2007-current
 - Owner/Operator
 - Manage a 236 acre farm, producing native bioengineering materials for stream and wetland restoration projects.
- Mountain State Aquatic Resources, LLC 2007-2009
 - Environmental Scientist/President
 - Started and ran a small company providing turnkey consulting for issues regarding streams and wetlands including permitting and mitigation.
- Virginia Waters and Wetlands, Inc., Warrenton, VA 2005-2009
 - Aquatic Ecologist/Project Manager
 - Duties included work in Virginia and West Virginia conducting wetland delineations, mitigation planning, storm water pollution prevention plan (SWPPP) preparation and monitoring, wetland permitting (SPGP,

Nationwide, and Individual permits), securing mitigation sites, designing stream restoration plans using natural stream design principles, construction and mitigation monitoring, GIS (ArcGIS 9.2) mapping and analysis, water quality monitoring, environmental site assessments, macroinvertebrate sampling, wetland and stream assessments, managing employees and subcontractors, developing project budgets.

- West Virginia University, Division of Forestry, Morgantown, WV 2003-2005
 - Research Assistant
 - Responsibilities included conducting research on the effects of road culverts on stream and streamside salamander populations in the upper Cheat River basin and possible environmental mitigation opportunities for West Virginia Division of Highways. Research included identifying impacts to streams from road culverts and assessing water quality, habitat, and geomorphic stability of streams and mitigation possibilities. Additional tasks involved salamander and fish sampling, surveying culverts and obtaining stream longitudinal profiles, use of GIS (ArcGIS 9.0) for analysis and collection of data, data entry and statistical analysis, writing technical reports, and writing scientific articles. Work was conducted with other graduate students and technicians under my supervision.

- Texas Cooperative Fish and Wildlife Research Unit, Lubbock, TX 2002-2003
 - Research Technician
 - Part-time responsibilities included working independently conducting full day monitoring of black-tailed prairie dog (*Cynomys ludovicianus*) towns. Full-time work from June 2002-Aug 2002 included working with a team of five technicians lead by two graduate students conducting small mammal and herptile trapping with Sherman and pitfall traps. Additional duties included work with ArcView (GIS), global positioning systems (GPS), and vegetation identification and measuring.

- USDA Forest Service, Lincoln National Forest, Carlsbad, NM 2001
 - Forestry Technician GS-462-4
 - Duties included working with and leading a crew for fire suppression, fuels management, endangered species surveys for Kuenzler's hedgehog cactus (*Echinocereus fendleri* var. *kuenzleri*), removal of exotic species, and equipment maintenance.

- Texas Tech University, Canadian, TX 2000
 - Research Technician
 - Duties included working with another technician and graduate student conducting research using radio telemetry on Rio Grande turkeys (*Meleagris gallopavo intermedia*) from hand held and vehicular mounted antennas. Additional duties included GPS work, vegetation identification and measuring, and data entry.

Professional Certifications and Memberships

- Virginia Professional Wetland Delineator (#3402000105)
- Commercial Pesticide Applicator: C05592 (WV), 129851(OH), 31179-81828(MD) 906091 (PA), 50361 (KY), 154211 (VA), 26094 (DC), CO901360 (NY)
 - Categories:
 - Aquatic Application
 - Hardwood Crop Tree Release
 - Industrial Right of Way/Weed
 - Forest Pest
 - Ornamental and Turf
- Land Certification Program Inspector (#314725): Quality Deer Management Association
- Memberships:
 - Society of Wetland Scientists
 - The Wildlife Society
 - National Speleological Society
 - National Deer Alliance (formerly Quality Deer Management Association)
 - Ducks Unlimited
 - Delta Waterfowl
 - National Wild Turkey Federation
 - Ruffed Grouse Society/American Woodcock Society
- West Virginia Contractors License (WV046329) (passed general exam in 2007)
 - Categories: Excavation, General Engineering (passed both exams in 2013)
- Virginia Contractors License (Class A) #2705171487
 - Specialty Designation: Landscape Services (passed exams in 2019)
- Licensed Pesticide Application Business 1303 (WV-passed exam in 2007), 104413 (OH), 31179 (MD), BU13289 (PA), 38897 (KY-passed exam in 2018), 15018 (VA-passed exam in 2020), 10543 (DC), 17802 (NY passed exam in 2020)

Continuing Education

- Stream Training:
 - West Virginia University Natural Stream Design Short Courses
 - Introduction to Stream Functions and Processes—Course 1 (2003)
 - Methods for Stream Assessment and Analysis—Course 2 (2003)
 - North Carolina State Stream Restoration Program (Instructor: Greg Jennings, Ph.D)
 - Level III: Advanced Stream Restoration Design Principles (2008)
 - RC 401 Construction Practices for Stream Restoration (2011)
 - Stream Mechanics (Instructor: Will Harman, PG)
 - Assessing and Restoring Headwater Mountain Streams (2013)
 - Stream Functions Pyramid and SQT Workshop (2020)
 - Wildland Hydrology, Inc. (Instructor: Dave Rosgen, PH, Ph.D)
 - Level I: Applied Fluvial Geomorphology (2015)
 - Level II: River Morphology & Applications (2015)
 - Level III: River Assessment & Monitoring (2015)
 - Level IV: River Restoration & Natural Channel Design (2015)

- Wetland Training:
 - Wetland Training Institute, Inc. (Instructor: Robert Pierce)
 - Wetland Delineation Course (2009)
 - Center for Wetlands and Stream Restoration (Instructor: Thomas Biebighauser)
 - -Jackson Wetland Construction Workshop (2009)
 - Wetland Restoration Training Course (2013)
 - Ecological Training Services (Instructor: John J. Mack)
 - Ohio Rapid Assessment Method v 5.0 Training Course (2012)
 - Midwest Biodiversity Institute (Instructors: Ed Rankin, Mick Micacchion)
 - Ohio Qualitative Habitat Evaluation Index (QHEI) Training Course (2013)
 - Headwater Habitat Evaluation Index (HHEI) Training Course (2013)

- Additional Training:
 - WV Department of Environmental Protection, WV Rivers Coalition (Instructors: Bill Timmermeyer, Evan Hansen)
 - Construction Storm Water 101 Workshop (2006)
 - Advisory Council on Historic Preservation
 - The Section 106 Essentials (2014)
 - Bickerstaff Consulting
 - PEC Safeland: Basic Safety Awareness Orientation (2013)
 - David Stanley Consultants
 - MSHA 24 Hour Training (2011)
 - Red Vector
 - Confined Space Entry (BBCSE00CEN) (2015)
 - Heartsaver
 - First Aid CPR AED (last renewed: 2019)
 - 360 Training
 - OSHA 10-Construction Safety and Health (36-006178834) (2018)
 - Marcellus Safety Consulting, LLC (Instructor: Wayne Lundstrom)
 - UTV and ATV Safety Training (2018)

Publications and Presentations

Schroder, E. and **R.L. Ward**. 2021. Artificial roost use by northern long-eared bats in West Virginia from 2016-2020. Ohio Bat Working Group Meeting (virtual presentation).

Ward, R.L. 2020. Invasive forest plants in West Virginia. WV Tree Farm Regional Education Meetings (virtual). April 22, 2020. (presentation).

Ward, R.L. 2020. Seminar: Understanding Clean Water Act, Endangered Species Act, National Historic Preservation Act and the links to land surveying for project development. West Virginia Society of Professional Surveyors Annual Convention. Flatwoods, WV. February 13-15, 2020. (presentation).

Ward, R.L. and E. Schroder. 2019. Evaluating tree girdling methods on oaks (*Quercus* spp.), maples (*Acer* spp.), and hickories (*Carya* spp.) relating to bat roost creation. Northeast Bat Working Group Meeting. State College, PA. (poster).

Schroder, E., N. Lafleur, M. Evans, B. Watson, and **R.L. Ward**. 2019. Artificial roost use by northern long-eared bats (*Myotis septentrionalis*) in West Virginia from 2016-2018. Northeast Bat Working Group Meeting. State College, PA. (presentation).

Ward, R.L. 2018. Competition Control and Site Prep: Promoting Native Forbs and Warm Season Grasses for Pollinator Habitats using Organic and Conventional Approaches. West Virginia Pollinator Habitat Establishment Workshop. WVU Jackson's Mill. November 8, 2018. (presentation)

Cunningham, D. R., **R.L. Ward**, and W.E. Veselka. 2018. The West Virginia Stream and Wetland Valuation Metric (WVSWVM) Crediting Procedures and Assessments in Developing a Stream and Wetland Mitigation Banking Site. John Dorney (Ed.), Rick Savage (Ed.), and Ralph W. Tiner (Ed.), Wetland and Stream Assessments: Development, Validation, and Application (Chapter 4.2.1). Cambridge, MA: Academic Press.

De La Cruz, J. L., **R. L. Ward**, E. S. Schroder. 2018. Landscape characteristics related to the use of artificial roosts by northern long-eared bats in north-central West Virginia. *Northeastern Naturalist* 25(3):487–501.

Ward, R. L., and E. S. Schroder. 2017. Development of conservation areas for endangered/threatened bats in West Virginia: what works and what doesn't. Joint Bat Working Group Meeting. Roanoke, VA (presentation).

De La Cruz, J. L., **R. L. Ward**, E. S. Schroder, W. M. Ford, E. Barr, T. Nocera. 2017. Post-WNS Northern Long-eared Bat Day-roosts in a Residual Population. Joint Bat Working Group Meeting. Roanoke, VA (presentation).

De La Cruz, J. L., **R. L. Ward**, E. S. Schroder. 2017. Landscape characteristics related to the use of artificial roosts by bats in northcentral West Virginia. Midwest bat Working Group Meeting. Madison, WI (presentation)

De La Cruz, J. L., and **R. L. Ward**. 2017. Northern Bat Roosting Habitat in the upper Ohio valley. Midwest Bat Working Group Meeting. Madison, WI (poster)

R. L. Ward. 2016. Endangered Species in West Virginia and Regulatory Compliance for Oil and Gas Projects. Presentation at WVONGA Fall Meeting.

R. L. Ward. 2016. Bat Conservation Measures. Presentation at Shale Insight: A Marcellus Shale Coalition Conference (Technology Showcase). Pittsburgh, PA.

De La Cruz, J. L., and **R. L. Ward**. 2016. Summer-Habitat Suitability Modeling of *Myotis sodalis* (Indiana Bat) in the Eastern Mountains of West Virginia. *Northeastern Naturalist* 23:100–117.

De La Cruz, J. L., and **R. L. Ward**. 2016. Summer-Habitat Suitability Modeling of Indiana Bats (*Myotis sodalis*) in the Eastern Mountains of West Virginia. Northeast Bat Working Group Meeting, Baltimore, MD. (poster)

Panel Discussion Member: Creating Sustainable Habitat through Pipeline Development: (2014) Shale Insight: A Marcellus Shale Coalition Conference, Pittsburgh, PA.

Anderson, J. T., **R. L. Ward**, J. T. Petty, J. S. Kite, and M. P. Strager. 2014. Culvert effects on stream and stream-side salamander habitats. *International Journal of Environmental Science and Development* 5:274-281.

Ward, R. L., J. T. Anderson, and J. T. Petty. 2008. Effects of road crossing on stream and streamside salamanders. *Journal of Wildlife Management* 72:760-771.

Ward, R. L. 2005. The effects of roads and culverts on stream and stream-side salamander communities in eastern West Virginia. M.S. Thesis. West Virginia University, Morgantown, WV.

Ward, R. L. and J. T. Anderson. 2005. Fragmentation of salamander habitat by roads in eastern West Virginia. Northeast Fish and Wildlife Conference. (poster)

Ward, R. L., J. T. Anderson, R. H. Fortney, S. Kite, J. T. Petty, I. Poplar-Jeffers, P. Kish, J. White. 2004. Factors in culvert placement and alignment that prevent breaks in the stream channel substrate. Northeast Fish and Wildlife Conference. (presentation)

Ward, R. L., J. T. Anderson, R. H. Fortney, S. Kite, J. T. Petty, I. Poplar-Jeffers, P. Kish, J. White. 2004. Preventing breaks in the stream channel substrate to reduce impacts of road culverts on stream communities. Meeting of the West Virginia Academy of Science. (presentation)

Anderson, J. T., J. D. Osbourne, and **R. L. Ward**. 2004. Integrating riparian restoration to promote wildlife habitat with natural stream channel design on mine land habitats. Proceedings of the 21st Annual American Society of Mining and Reclamation Meeting 21:47-73.

Kamler, J. F., W. B. Ballard, J. C. Bullock, D. A. Butler, and **R. L. Ward**. 2003. Prey remains found in great horned owl (*Bubo virginianus*) pellets from Union County, New Mexico. *The New Mexico Journal of Science* 43:68-72.

Expert Opinion and Witness Experience

- The West Virginia Department of Transportation, Division of Highways
v.
CDS Family Trust, LLC.
 - Circuit Court of Tucker County –Civil Action No. 11-C-50
 - Provided expert opinion and reports regarding stream and wetland compensatory mitigation potential and values with regards to property values. Prepared formal reports, trial prep, and testified at trial.

- The West Virginia Department of Transportation, Division of Highways
v.
Western Pocahontas Properties Limited Partnership, et als.
 - Circuit Court of Tucker County –Civil Action No. 12-C-27
 - Provided expert opinion and reports regarding stream and wetland compensatory mitigation potential and values with regards to property values. Prepared formal reports and underwent multiple depositions.

- Mark E. Gorman
v.
Anita Carol Carbaugh and Jacqueline Posten
 - Circuit Court of Jackson County Case No. 14-C-3
 - Provided expert opinion and report regarding road construction environmental constraints.

- The West Virginia Department of Transportation, Division of Highways
v.
West Virginia Power and Transmission Company, et. al.
 - Circuit Court of Tucker County--Civil Action Nos. 19-C-5 & 18-C-27
 - Provided expert opinion and report regarding stream and wetland compensatory mitigation potential.



Attachment B:
AllStar Ecology LLC WV Pesticide Business License

STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE

LICENSED PESTICIDE APPLICATION BUSINESS

Issued to:
AllStar Ecology, LLC
1582 Meadowdale Road
Fairmont WV 26554

Categories of Operation:

3 - Forest Pest Control
6 - Aquatic Pest Control
13C - Hardwood Tree Release
4A - Ornamental & Turf
Outdoors
7 - Right-of-Way/Industrial
Weed

Qualifying Individual: **Ryan L. Ward**

License No: **1303**
Plants ID: **000B5G**
Date Issued: **1/4/2021**
Expiration Date: **12/31/2021**

Commissioner of Agriculture



SIGNATURE

NOT
TRANSFERABLE

Has met the requirements of the State Code of West Virginia, Chapter 19, Article 16A, Section 7, to engage in the business of applying pesticides.

Visit <https://wvplants.wvda.us> for pesticide exam and recertification meeting locations and to review your business information.



Attachment C:
Completed RFQ Forms



State of West Virginia
Agency Request for Quote
Miscellaneous

Proc Folder: 854643
Doc Description: Wildlife-Open-End Herbicide Application for North Region
Reason for Modification:
Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-03-11	2021-03-25 13:30	ARFQ 0310 DNR2100000062	1

BID RECEIVING LOCATION

BID RESPONSE
DIVISION OF NATURAL RESOURCES
PROPERTY & PROCUREMENT OFFICE
324 4TH AVE
SOUTH CHARLESTON WV 25303-1228
US

VENDOR

Vendor Customer Code:
Vendor Name: AllStar Ecology LLC
Address: 1582 Meadowdale Rd
Street:
City: Fairmont
State: WV **Country:** US **Zip:** 26554
Principal Contact: Ryan Ward
Vendor Contact Phone: 304-416-3490 **Extension:**

FOR INFORMATION CONTACT THE BUYER

James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Vendor Signature X  **FEIN#** 26-1557130 **DATE** 3/24/21
All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Foliar Treatment-Truck or UTV Mounted Sprayer	100.00000	HOUR	125.00	12,500.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Foliar Treatment-Truck or UTV Mounted Sprayer

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Foliar Treatment-Backpack Sprayer	100.00000	HOUR	206.25	20,625.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Foliar Treatment-Backpack Sprayer

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Hack-n-Squirt Treatments-Pre/post Harvest	100.00000	HOUR	206.25	20,625.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Hack-n-Squirt Treatments-Pre/post Harvest

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Basal spray	100.00000	HOUR	206.25	20,625.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Basal spray

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Roundup or Equal	50.00000	GL	30.00	1500.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Roundup or Equal

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Triclopyr	10.00000	GL	89.00	890.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Triclopyr

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Metsulfuron Methyl	3.00000	LB	150.00	450.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Metsulfuron Methyl

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	2,4-D	10.00000	GL	23.00	230.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
2,4-D

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Garlon 4 Ultra or Equal	10.00000	GL	109.00	1090.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Garlon 4 Ultra or Equal

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Arsenal AC or Equal	10.00000	GL	180.00	1800.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Arsenal AC or Equal

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Non-Ionic Surfactant	10.00000	GL	39.00	390.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Non-Ionic Surfactant

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Dye/Colorant	10.00000	GL	60.00	600.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Extended Description:
Dye/Colorant

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due 9:00 a.m. EST	2021-03-17

	Document Phase	Document Description	Page 7
DNR2100000062	Draft	Wildlife-Open-End Herbicide Application for North Region	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



West Virginia Division of Natural Resources

INSTRUCTIONS TO VENDORS & AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

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 a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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 **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 (5) 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 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 Property and Procurement Office. 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: Wednesday March 17, 2021 at 9:00am ET

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office
Attention: Jamie Adkins
South Charleston, WV 25303
Fax: (304) 558-2165
Email: jamie.h.adkins@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office 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:

West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

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 West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: Jamie Adkins

SOLICITATION NUMBER: ARFQ DNR21*62

BID CLOSING DATE: Thursday March 25, 2021

BID CLOSING TIME: 1:30pm ET

FAX NUMBER: 304-558-2165

The Property and Procurement Office 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 Agency Request For Proposal ("ARFP") 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 Property and Procurement Office 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:

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 Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: March 25, 2021 1:30pm ET

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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: 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 Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

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

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code §5A-3-37, and should 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>.

14A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the 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. A request form to help facilitate the request can be found at : <http://www.state.wv.us/admin/purchase/vrc/Venpref/pdf>.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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. Code R. § 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. Code R. § 148-22-9.

16. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office 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 Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

19. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

20. 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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

21. INTERESTED PARTY 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 Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "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; 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: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

AGENCY TERMS & CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"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.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"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.

k. “Will”, “Shall” and “Must” identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

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

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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, and Attorney General's office.

6. **EMERGENCY PURCHASES:** The Chief Procurement Officer 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 Chief Procurement Officer, shall not constitute of 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 Property and Procurement Office 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 value. The performance bond must be received by the Property and Procurement Office 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 Property and Procurement Office prior to Contract award.

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 Property and Procurement Office prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

OTHER _____

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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

Automobile Liability Insurance in at least an amount of: \$500,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third-Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

Other _____

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

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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____. 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.

11. 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.

12. 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.

13. PAYMENT: 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.

14. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer (EFT) and/or through a Purchasing Card. The Purchasing Card program is administered under contract by a banking institution to process payment for goods and services. Vendors may sign up to receive EFT payments by visiting <https://www.sao.gov/ElectronicPayments/Default>.

15. 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.

16. 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.

17. 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.

18. CANCELLATION: The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

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

20. 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.

21. COMPLIANCE WITH LAWS: Vendor and its subcontractor(s) 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. The Vendor agrees to notify each subcontractor of its potential responsibility to register with all municipalities in which it will perform work under this contract and to pay all requisite taxes, including all business and occupancy taxes, to those municipalities. Notification under this term must occur prior to the performance of any work under the contract by subcontractor.

22. 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.

23. 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 Property and Procurement Office 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 Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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.

25. 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 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.

26. 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 Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

27. 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.

28. 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.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. 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 Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. SUBCONTRACTOR COMPLIANCE: The Vendor shall notify all subcontractors providing commodities or services related to this Contract that they are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under this contract by the subcontractor.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

39. 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”). 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. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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

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 of such operations, from steel made by the open hearth, 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 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 \$100,000, 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. "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; 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: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

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.

Ryan L. Ward Member
(Name, Title)

Ryan L. Ward Member
(Printed Name and Title)

1582 Mendawdale Rd Fairmont, WV 26554
(Address)

304-816-3490 / 866-213-2666
(Phone Number) / (Fax Number)

ryan@allstar ecology.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.

All Star Ecology LLC
(Company)

Ryan L. Ward, Member
(Authorized Signature) (Representative Name, Title)

Ryan L. Ward, Member
(Printed Name and Title of Authorized Representative)

3/24/2021
(Date)

304-816-3490 / 866-213-2666
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for Herbicide Application-North Region

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of the Wildlife Section to establish an open-end herbicide application contract for north/central region 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 **“Contract Services”** means Application of Herbicide as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
 - 2.4 **“Utility Terrain Vehicle (UTV)”** is an off-road vehicle that can seat 2-4 people and is designed for hauling.
 - 2.5 **“Pickup Truck and Utility Terrain Vehicle Spray Rigs”** are holding tanks and pressure pumps mounted on trucks or UTV’s.
 - 2.6 **“Backpack Spray Rig”** is a 2–5-gallon tank with hand pump designed to carry on one’s back.
 - 2.7 **“Foliar Spraying”** means applying herbicide directly to the leaves of a plant.
 - 2.8 **“Basal Spraying”** means applying herbicide to the stem bases of a plant.
 - 2.9 **“DBH”** means diameter at breast height.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Vendor must have current herbicide applicator license.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for Herbicide Application-North Region

4. MANDATORY REQUIREMENTS:

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

4.1.1 Herbicide Application:

4.1.1.1 Vendor must work under the direction of the Wildlife Manager of each Wildlife Management Area. Application areas will include woodland pre-treatment and post-treatment of timber sale areas, field border cuts field, road, and trail edges.

4.1.1.2 Herbicide may be applied by using foliar, hack and squirt, or basal methods.

4.1.1.3 Vendor must only apply herbicide to invasive species in areas designated by the West Virginia Division of Natural Resources.

4.1.1.4 Herbicide chemicals must meet all minimum active ingredient requirements for each application.

4.1.1.5 The per hour rate will only include actual time on worksite

4.1.2 Foliar Treatment-Truck or UTV Mounted Sprayer:

4.1.2.1 Vendor must provide application services by use of pickup trucks or utility terrain vehicle (UTV) spray rigs. Vendor must only apply herbicide to invasive species in areas designated by the West Virginia Division of Natural Resources.

4.1.2.2 Vendor must apply foliar treatment using the following mixture and active ingredient requirements:

4.1.2.2.1 2 -3% mixture of Glyphosate @41% active ingredient using a 1.5% mixture of triclopyr @ 16.5% active ingredient. + 2,4-D @ 34.4% active ingredient or 3% triclopyr @44.4% active ingredient. and .05% metsulfuron methyl @ 60% active ingredient.

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4.1.2.3 Each application must have a minimum 5% surfactant and marking dye.

4.1.3 Foliar Treatment-Backpack Sprayer:

4.1.3.1 Vendor must provide applicator services by use of backpack spray rigs.

4.1.3.2 Vendor must apply foliar treatment using the following mixture and active ingredient requirements:

4.1.3.2.1 2-3% mixture of Glyphosate @41% active ingredient using a 1.5% mixture of triclopyr @ 16.5% active ingredient. + 2,4-D @ 34.4% active ingredient or 3% triclopyr @44.4% active ingredient. and .05% metsulfuron methyl @ 60% active ingredient.

4.1.3.3 Each application must have a minimum 5% surfactant and marking dye.

4.1.4 Hack-and-Squirt Treatments-Pre/Post Harvest:

4.1.4.1 Vendor must provide applicator services by use of hack-and-squirt spray method.

4.1.4.2 Vendor must apply hack-and-squirt treatment using the following mixture and active ingredient requirements:

4.1.4.2.1 3% solution of Arsenal AC or equal (Imazapyr @53.1% active ingredient.).

4.1.4.3 Vendor must make a one-inch incision per inch of DBH spaced evenly around the stems with a marking dye.

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4.1.5 Basal Spray:

4.1.5.1 Vendor must provide applicator services by use of basal spray method.

4.1.5.2 Vendor must apply hack and squirt treatment using the following mixture and active ingredient requirements:

4.1.5.2.1 15% Garlon 4 Ultra or equal (triclopyr @ 61.6% active ingredient.)

4.1.5.3 Vendor must spray a 16'' circumference from the base trunk of the tree including the root collar.

5. CONTRACT AWARD:

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

5.2 **Pricing Page:** Vendor should complete the Pricing Page by providing a price for each line item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. If this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6.1. Vendor shall perform herbicide application at the following Wildlife Management Areas:

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SEE EXHIBIT B AND EXHIBIT C

District One:

Coopers Rock SF
Snake Hill WMA
Little Indian Creek WMA
Hillcrest WMA

District Three:

Stonewall Jackson WMA
Burnsville WMA
Elk River WMA
Stonecoal WMA
Summerville Lake WMA

7. **PAYMENT:** Agency shall pay a daily rate per hour application rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. If access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

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

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

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

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ryan L. Ward
Telephone Number: 304-692-7477
Fax Number: 866-213-2666
Email Address: ryan@allstarecology.com

Exhibit A- Pricing Page
West Virginia Division of Natural Resources-Wildlife Resources
Herbicide Application-Northern Region

ITEM #	DESCRIPTION	Unit	Estimated Quantity	UNIT PRICE	TOTAL
APPLICATION					
4.1.2	Foliar Treatment-Truck or UTV Mounted Sprayer	Per Hour	100	\$ 125. ⁰⁰	\$ 12,500. ⁰⁰
4.1.3	Foliar Treatment-Backpack Sprayer	Per Hour	100	\$ 206.25	\$ 20,625. ⁰⁰
4.1.4	Hack-n-Squirt Treatments-Pre/post Harvest	Per Hour	100	\$ 206.25	\$ 20,625. ⁰⁰
4.1.5	Basal spray	Per Hour	100	\$ 206.25	\$ 20,625. ⁰⁰
CHEMICALS					
1	Roundup or Equal	Per Gallon	50	\$ 30. ⁰⁰	\$ 1,500. ⁰⁰
2	Triclopyr Garlon 3A	Per Gallon	10	\$ 89. ⁰⁰	\$ 890. ⁰⁰
3	Metsulfuron Methyl Escort XP	Per Pound	3	\$ 150. ⁰⁰	\$ 450. ⁰⁰
4	2,4-D Platoon	Per Gallon	10	\$ 28. ⁰⁰	\$ 280. ⁰⁰
5	Garlon 4 Ultra or Equal	Per Gallon	10	\$ 109. ⁰⁰	\$ 1,090. ⁰⁰
6	Arsenal AC or Equal Polaris AC Complete	Per Gallon	10	\$ 180. ⁰⁰	\$ 1,800. ⁰⁰
7	Non-Ionic Surfactant LI 700 Leci-Tech	Per Gallon	10	\$ 39. ⁰⁰	\$ 390. ⁰⁰
8	Dye/Colorant Bullseye	Per Gallon	10	\$ 60. ⁰⁰	\$ 600. ⁰⁰
Total Cost:					\$ 81,375. ⁰⁰

Quantities are estimated and for bid evaluation purposes only.

All Star Ecology LLC

Vendor Name



Vendor Signature

3/24/2021

Date

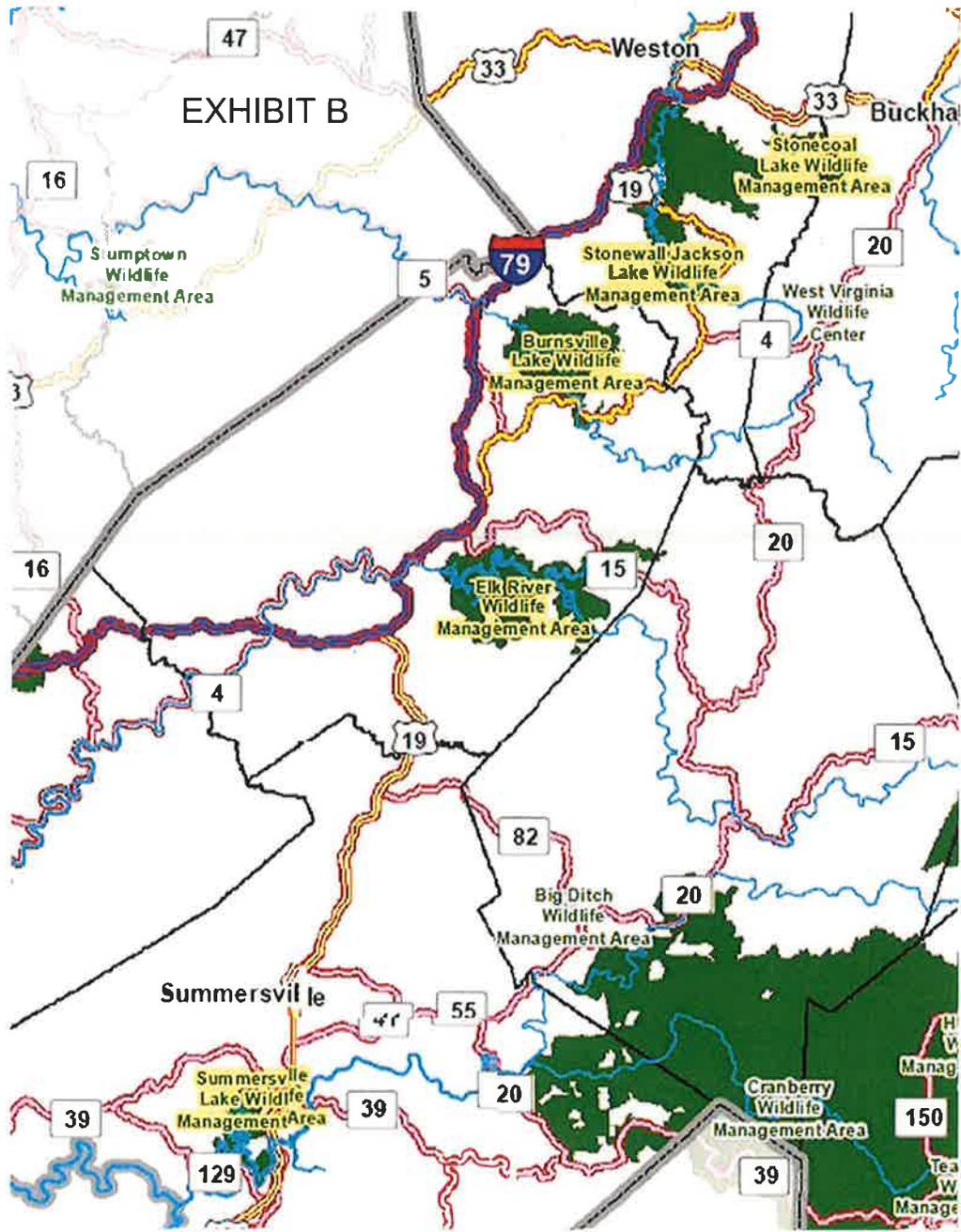
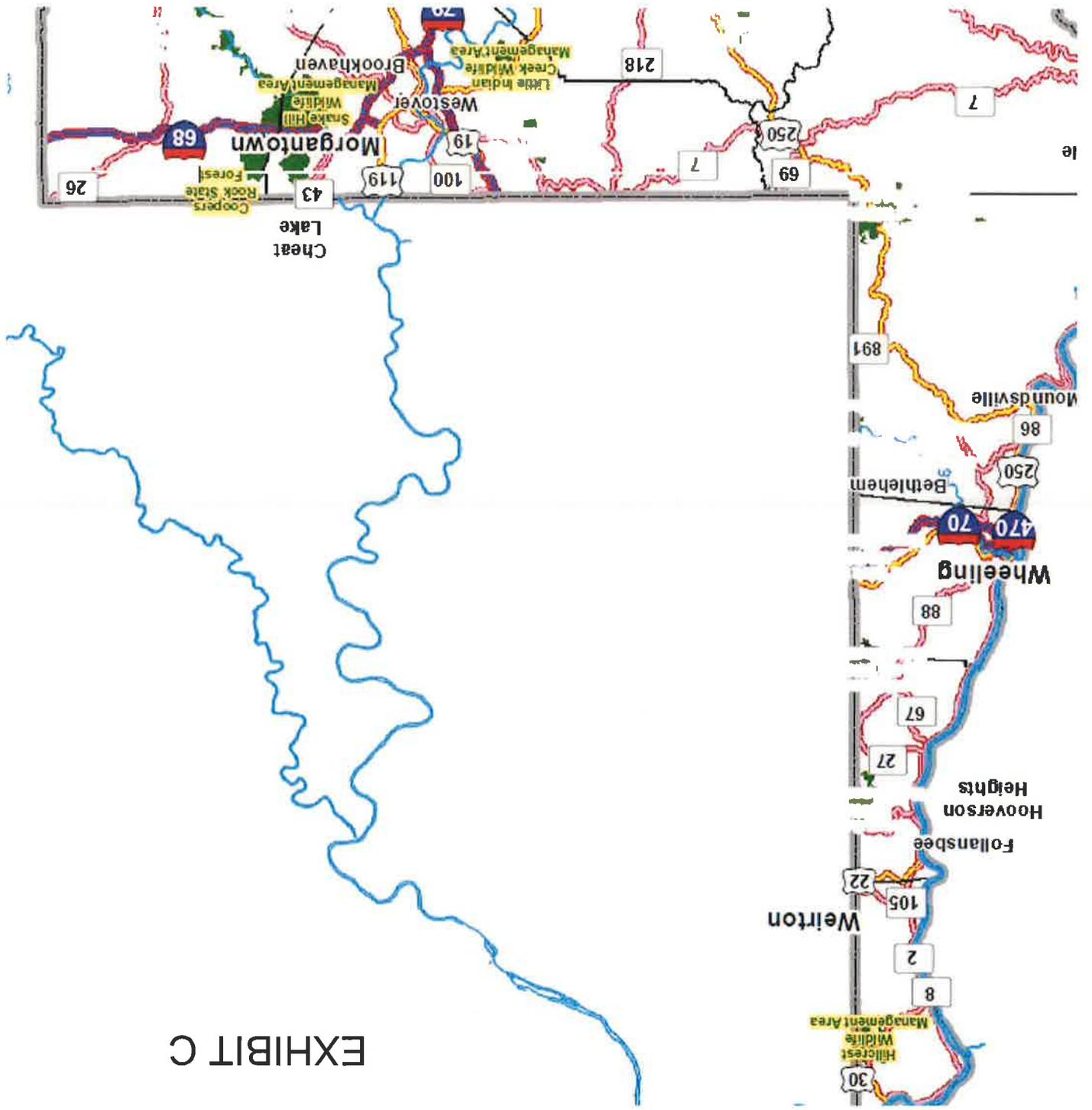


EXHIBIT B

EXHIBIT C



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 exceed 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: AllStar Ecology LLC

Authorized Signature: [Signature] Date: 3/4/2021

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 4th day of MARCH, 2021.

My Commission expires June 14, 2024.



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 01/19/2018)