



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

State of West Virginia  
**Master Agreement**

Order Date: 05-16-2025

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0313 0313 DEP2500000015 1	Procurement Folder:	1542680
Document Name:	DEP OOG - MERP Administration	Reason for Modification:	
Document Description:	DEP OOG - MERP Administration		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-05-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-05-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000044916 NORTH WIND RESPONSE AND RECLAMATION LLC 1425 Higham St  Idaho Falls ID 83402 US Vendor Contact Phone: 7755600410 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Jessica S Chambers Requestor Phone: (304) 414-1140 Requestor Email: jessica.s.chambers@wv.gov  <b>2025</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF OIL & GAS 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US

CR 5-20-25  
Purchasing Division's File Copy

Total Order Amount:	Open End
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JA 5.15.25  
PURCHASING DIVISION AUTHORIZATION  
DATE: 5/19/25  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: 5/23/2025  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
DATE: 5-23-25  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The vendor, North Wind Response & Reclamation LLC, agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection to provide administrative and contract services for the Agency's Methane Emission Reduction Program (MERP) grant for the plugging of certain Marginal Conventional Wells (MCWs) per the specifications, terms and conditions, Addendum #1 issued 12/2025, Addendum #2 issued 1/6/2025, and the vendors technical and cost proposal received 1/7/2025, all incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	71141102			Hour	255.000000
	Service From	Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Well Nomination, Prioritization

**Extended Description:**

Requirements listed in Sections 4.2.1.1 and 4.2.1.3 of the RFP.

Paid hourly.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	77121506			EA	1155.000000
	Service From	Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Methane Emissions Quantification (MEQ) Testing

**Extended Description:**

Requirements listed in section 4.2.1.2 of the RFP.

Paid per-well.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	71141102			EA	400.000000
	Service From	Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Permitting

**Extended Description:**

Requirements listed in section 4.2.1.4 of the RFP.

Paid per-well.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ the contract will continue for \_\_\_\_\_ years;

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

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

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

☐ **Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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

☐☐☐☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1 Million per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1 Million per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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



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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

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

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

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

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

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

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

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Jean Allison Walker, President

(Address) 1425 Higham St, Idaho Falls, ID 83402-1513

(Phone Number) / (Fax Number) 864-561-7154 / 208-528-8714

(email address) awalker@northwindgrp.com

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

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

North Wind Response and Reclamation, LLC

(Company) ~~North Wind~~ Walker

(Signature of Authorized Representative)

Jean Allison Walker, President 5/15/2025

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

864-561-7154 / 208-528-8714

(Phone Number) (Fax Number)

awalker@northwindgrp.com

(Email Address)



# NORTHWIND RESPONSE & RECLAMATION

December 31, 2024

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street  
East Charleston, WV 25305

RECEIVED

2025 JAN -7 PM 12:00

WV PL-01 KING

ATTENTION: Joseph E. Hager III, Buyer

SUBJECT: Proposal to Perform Administration of Methane Emission Reduction Program (MERP) for Marginal Conventional Wells (MCWs)

Dear Mr. Hager:

North Wind Response & Reclamation, LLC (North Wind) appreciates the opportunity to submit our proposal to the State of West Virginia to serve as the Administrator of the State's MERP program for the nomination and selection of wells for plugging.

We offer the State a one-stop, full-service program. The State will benefit from our in-house capabilities for project management; communications and outreach; natural, historical, and cultural resource consulting; GIS; technical and financial reporting; talent acquisition and employee retention; IT; estimating and procurement; and more. North Wind also has recent experience plugging wells in the State, under our prime contract for Region VIII Multi-Well Plugging. As a result, North Wind has in-place relationships with local subcontractors and suppliers to facilitate project execution.

As required, our proposal is presented in two, separate volumes:

1. Technical Proposal
2. Cost Proposal (in a separately sealed and marked envelope)

As the president and general manager of North Wind, I am the authorized signatory and your point of contact for this proposal. Please contact me at (713) 751-9229 or [grant.smith@northwindgrp.com](mailto:grant.smith@northwindgrp.com).

We hope to be of service to the State on this important project that supports the reclamation of West Virginia's air, land, and water.

Sincerely,



Grant Smith (Dec 31, 2024 10:47 CST)

Grant F. Smith, President and General Manager  
North Wind Response & Reclamation, LLC

# **Administration of Methane Emission Reduction Program (MERP) for Marginal Conventional Wells (MCWs)**

**CRFP 0313 DEP2500000004**

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## **Technical Proposal**

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*Submitted to:*

**State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street  
East Charleston, WV 25305**

*Submitted by:*

**  
NORTHWIND  
RESPONSE & RECLAMATION  
1425 Higham Street  
Idaho Falls, ID 83402  
(208) 528-8718 phone | 208-528-8714 fax  
nwindustrial@northwindgrp.com**

*Authorized Signatory:*

  
Grant Smith (Jan 3, 2025 08:54 MST)

---

**Grant Smith, President  
North Wind Response & Reclamation  
(713) 751-9229  
grant.smith@northwindgrp.com**



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- Attachment 1: Completed Request for Proposal Form
- Attachment 2: Acknowledgement of Addenda Form
- Attachment 3: Resumes and Degrees of Key Personnel



# ACRONYMS



ACRONYMS



## Acronyms

<b>AA</b>	Action Area
<b>Agency</b>	West Virginia Department of Environmental Protection
<b>AHA</b>	Activity Hazard Analysis
<b>AML</b>	Abandoned Mine Land
<b>APE</b>	Area of Potential Effects
<b>API</b>	American Petroleum Institute
<b>APP</b>	Accident Prevention Plan
<b>BA</b>	Biological Assessment
<b>BE</b>	Biological Evaluation
<b>BLM</b>	Bureau of Land Management
<b>BOED</b>	Barrels of Oil Equipment Per Day
<b>CBC</b>	Community Benefits Committee
<b>CFM</b>	Cubic Feet Per Minute
<b>CMMS</b>	Computerized Maintenance Management System
<b>CPAR</b>	Contractor Performance Assessment Report
<b>CPM</b>	Critical Path Method
<b>D&amp;D</b>	Deactivation and Decommissioning
<b>DCAA</b>	Defense Contract Audit Agency
<b>DEP</b>	Department of Environmental Protection
<b>DOE</b>	Department of Energy
<b>EMR</b>	Experience Modification Rate
<b>ESA</b>	Endangered Species Act
<b>EVMS</b>	Earned Value Management System
<b>FERC</b>	Federal Energy Regulatory Commission
<b>FLPMA</b>	Federal Land Policy and Management Act
<b>FTP</b>	File Transfer Protocol
<b>GIS</b>	Geographical Information System
<b>HAZWOPER</b>	Hazardous Waste Operations and Emergency Response
<b>HTRW</b>	Hazardous, Toxic, and Radioactive Waste
<b>IDIQ</b>	Indefinite Delivery Indefinite Quantity
<b>IPaC</b>	Information for Planning and Consultation
<b>MCW</b>	Marginal Conventional Wells
<b>MERP</b>	Methane Emission Reduction Program
<b>MEQ</b>	Methane Emissions Quantification
<b>MSHA</b>	Mine Safety and Health Administration
<b>NEPA</b>	National Environmental Policy Act
<b>NETL</b>	National Energy Technology Laboratory
<b>NHPA</b>	National Historic Preservation Act

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<b>NORM</b>	Naturally Occurring Radioactive Materials
<b>NPS</b>	National Park Service
<b>NQA</b>	Nuclear Quality Assurance
<b>NRC</b>	Nuclear Regulatory Commission
<b>NRCS</b>	Natural Resources Conservation Service
<b>NRHP</b>	National Register of Historic Places
<b>NRI</b>	National Rangeland Inventory
<b>North Wind</b>	North Wind Response and Reclamation, LLC
<b>OGI</b>	Optical Gas Imaging
<b>OSHA</b>	Occupational Safety and Health Act
<b>PA</b>	Programmatic Agreement
<b>P&amp;A</b>	Plugging and Abandonment
<b>P6</b>	Primavera Enterprise Project Portfolio Management
<b>QMS</b>	Qualified Measurement Specialist
<b>RAD</b>	Radioactive
<b>RCRA</b>	Resource Conservation and Recovery Act
<b>RFP</b>	Request for Proposal
<b>RMLD-CS</b>	Remote Methane Leak Detector–Complete Solution
<b>RPA</b>	Registered Professional Architect
<b>SHPO</b>	State Historical Preservation Office
<b>SME</b>	Subject Matter Expert
<b>SPE</b>	Society of Petroleum engineers
<b>SWD</b>	Saltwater Disposal Well
<b>SWDA</b>	Solid Waste Disposal Act
<b>SWPPP</b>	Stormwater Pollution Prevention Plan
<b>TDAT</b>	Tribal Directory Assessment Tool
<b>TDLAS</b>	Tunable Laser Absorption Spectroscopy
<b>TENORM</b>	Technologically Enhanced Naturally Occurring Radioactive Materials
<b>THPO</b>	Tribal Historic Preservation Office
<b>TSCA</b>	Toxic Substance Control Act
<b>TDLAS</b>	Tunable Laser Absorption Spectroscopy
<b>USDA</b>	US Department of Agriculture
<b>USFWS</b>	US Fish and Wildlife Service
<b>USGS</b>	US Geological Survey
<b>VOC</b>	Volatile Organic Compound
<b>Zefiro</b>	Zefiro Methane Corp.





# 1.0 PROJECT GOALS AND MANDATORY REQUIREMENTS



## 1.0 PROJECT GOALS AND MANDATORY REQUIREMENTS (RFP 4.2)

### 1.1 Introduction to North Wind

*North Wind Response and Reclamation, LLC* (North Wind) is fully qualified and eminently prepared to serve as the administrator of the State of West Virginia's Methane Emission Reduction Program (MERP) grant for the plugging of Marginal Conventional Wells (MCWs).

North Wind was founded for the expressed purpose of providing comprehensive turnkey reclamation and restoration services for the oil and gas industry, specifically in support of well plugging and abandonment. North Wind has assembled a distinguished team of subject matter experts and knowledgeable and industry-specific operational staff to manage and execute national historic and urgent reclamation projects.

Our capabilities include project management; administrative reporting and documentation; site assessments and inventories; Geographical Information System (GIS) services; site access; slope stabilization; field sampling and testing; methane monitoring; Naturally Occurring Radioactive Materials (NORM) and Technologically Enhanced Naturally Occurring Radioactive Materials (TENORM) remediation; well plugging and abandonment (P&A); drilling and hydrogeological services; waste management; debris removal; and site restoration and closure.

North Wind is part of a family of companies with common ownership under CIRC Development Corporation d/b/a North Wind Group. The 18 companies of the North Wind Group generate a combined average annual revenue of \$550M in construction, environmental, engineering, facility operations and maintenance, industrial response and reclamation services, and other professional services. The North Wind Group's parent is Cook Inlet Region, Inc. (CIRI), an Alaskan Native Corporation owned by a diverse group of more than 2,000 Alaskan Native shareholders. North Wind's profits help support CIRI provide health care, housing, employment, education, access to justice, and other social and cultural enrichment services for over 60,000 Alaska Natives and Native Americans in the Cook Inlet Region. In 2023, North Wind's profits contributed over \$35 million in support of the Alaska Native community.

#### **North Wind**

- ✓ Top 200 Environmental Company
- ✓ as ranked by *Engineering News Record* (#63 in 2024)
- ✓ \$1 billion balance sheet
- ✓ Financially secure contractor with \$450M aggregate and \$50M single job bonding capacity, with the ability to go higher if required
- ✓ 2,100 multi-disciplined staff in 35 offices nationwide
- ✓ Large inventory of owned and leased equipment
- ✓ National network of vetted subcontracting partners
- ✓ ISO-9001:2015-certified and NQA-1-compliant Quality Program
- ✓ Mature health and safety program underscored by an industry low EMR of 0.78
- ✓ Insurance coverage that meets or exceeds most clients' minimum requirements
- ✓ DCAA-approved Deltek Costpoint accounting system
- ✓ P6-based EVMS Project Controls Systems

### **1.1.1 Oil and Gas Well P&A Experience Nationwide and in West Virginia**

To date, North Wind has been awarded 13 P&A well contracts in 8 different states and has closed more than 110 wells. Each project has included site assessments, coordination with the landowner and customer, site access, P&A design and execution, site remediation, and site reclamation. We also arranged for methane testing when required.

Our P&A experience includes our recent \$2.5M prime contract with the State of West Virginia for Multi-Well Federal Plugging in Region VIII. This project covered a vast area encompassing 39 counties, within which we successfully identified and prioritized 20 wells located on public lands, including wildlife management areas, state forests, state parks, and county parks. North Wind performed well location, identification, inspection, evaluation, and prioritization as well as permitting, plugging, progress reporting, and reclamation. Our work on this recent contract has given North Wind a firsthand understanding of the State's oil and gas market, geography and terrain, and laws and regulations.

### **1.1.2 "One-Stop Shop" Capitalizes on In-house Capabilities of the North Wind Group and Network of Approved Subcontractors**

North Wind offers the State of West Virginia a "one-stop shop" for comprehensive MERP administration that capitalizes on our full-service, in-house capabilities and in-place relationships with local subcontractors.

#### **In-house Capabilities**

A distinct advantage of contracting with North Wind is that we can readily draw upon the experience and expertise of sister companies under the North Wind Group umbrella. North Wind and our sister companies share the same, proven corporate infrastructure and follow the same policies, procedures, systems, and database tools used to successfully manage and execute nearly \$5 billion in diverse infrastructure, environmental, engineering, and construction services over the past quarter-century.

The common ownership of North Wind and our sister companies enables us to leverage workforce, past performance, management, and other resources in contract performance. In addition to self-performing project planning, scheduling, management and supervision; owner/operator engagement; information gathering; and well prioritization, North Wind will engage the services of our sister companies with specialized expertise to identify "locations of concern" for selected wells and initiate appropriate reviews and conduct tribal consultation when warranted. *North Wind Resource Consulting* will provide natural and cultural resource consulting, geographic information systems (GIS), and National Environmental Policy Act (NEPA) compliance and permitting services. *North Wind Archaeological Research and Historical Preservation* will provide National Historic Preservation Act (NHPA) Section 106 and 110 compliance, archaeological and architectural surveys, National Register of Historic Places (NRHP) nominations and evaluations, and archaeological testing and data recovery excavation.

*North Wind Site Services* will provide Hazardous, Toxic, and Radioactive Waste (HTRW) management expertise. This North Wind sister company retains full-time waste management

professionals fully certified in HAZWOPER and RAD Worker training and US Department of Transportation (USDOT) Advanced Shipping for Hazardous, Radioactive, and Mixed Wastes. They provide waste assessments and characterization, inventory control, packaging, manifesting, shipping, and disposal plans compliant with state and federal regulations. They also supervise waste activities onsite to protect worker and environmental safety and health.

North Wind Site Services also has recent experience with NORM and TENORM. In 2022, on a prime contract with the US DOE for Deactivation and Decommissioning (D&D) at the Knolls Atomic Power Laboratory in New York, the excavating team unexpectedly encountered NORM-impacted materials. The waste management team developed a plan for disposing of the NORM waste at a Title D landfill.

Prior to the establishment of North Wind Response & Reclamation, North Wind Site Services was the North Wind Group company primarily tasked with oil and gas well remediation. The staff of North Wind Site Services will supplement North Wind Response & Reclamation with subject matter expertise and lessons learned on their many years of experience performing administrative services similar to the MERP grant requirements for mines, wells, and other below-surface industrial reclamation endeavors. Our sister company also stands ready to assist with the clean-up of fuel spills or other emergency response actions.

#### Network of Subcontractors

North Wind will also capitalize on our in-place relationships with contractors and vendors who are either local or have experience working in West Virginia to collect Methane Emissions Quantification (MEQ) data and assist in the design oil and gas well plugging and abandonment to aid in the scoring and selection of wells for plugging.

North Wind has an established relationship with *Plants & Goodwin (P&G)*, a Pennsylvania-based company that pioneered P&A services in the Northeastern US and has an operating facility in Buckhannon, WV. P&G has been North Wind's P&A subcontractor on several contracts with other state and federal agencies. Based on our strong partnership with P&G, North Wind will employ P&G's parent company, *Zefiro Methane Corp. (Zefiro)*, to collect MEQ data. Zefiro has developed a proprietary toolkit for methane abatement and is an originator of high-quality, US-based methane offsets.

#### Corporate Functional Support

Our team will be fully supported by North Wind's corporate functional departments including, for example, *Information Technology* to implement PRIMO software; *Communications* to help develop owner/operator, stakeholder, and public outreach programs and collateral; and *Estimating* to prepare realistic cost estimates for P&A of selected wells.

Among the key benefits that North Wind offers the State for this contract are our highly robust *Talent Acquisition* and *Subcontracting/Procurement* capabilities, which will help ensure that this contract is fully staffed with qualified, local personnel. North Wind's key functional capabilities at the corporate level are described in the following sections.

### Talent Acquisition

North Wind offers the State one of the most robust small-business providers of personnel across the government-contracting spectrum. Our investment in staffing is equal to or better than most large businesses contractors.

During the last 5 years, the companies of the North Wind Group have recruited more than 3,000 staff for projects in 36 US states and territories. We also maintained an average 98% retention rate over the past 5 years. Also, in 2024, the North Wind Group received a "Hire Vets" Gold Medallion Award from the US Department of Labor for our commitment to and investment in hiring, retaining, and professionally developing US veterans.

*In the past 5 years, the North Wind Group has recruited more than 3,000 staff for projects in 36 US states and territories.*

North Wind's corporate Human Resources offers the following capabilities:

- In-house recruitment team including a full-time Talent Acquisition Manager, 6 professional recruiters, and a Labor Relations Manager
- Tracking and management systems to accurately forecast staffing needs, including Integrated Project Team (IPT) meetings, project involvement, and client transparency with 15/30/60-day look-ahead planning
- Highly competitive salaries and excellent benefits through North Wind Group's access to the lower-cost federal employee healthcare benefits program as an Alaskan Native Corporation
- In-place contracts with third-party staffing agencies
- Existing pool of broad resources including a database of more than 100,000 resumes and partnerships with universities, colleges, general industry, and federal agency programs
- Contractual agreements with Universities Research Association and Southeastern Universities Research Association, not-for-profit organizations that source technical professionals from over 90 universities
- User-friendly web portal for online screening, onboarding, training, and performance evaluation

### Training

North Wind uses a systematic, cooperative, and proactive approach to personnel training that includes computer-based training, web/internet-based training, classrooms, and required readings. North Wind works with personnel to define initial and annual training requirements based upon job descriptions. All project staff, including management, have a personalized training curriculum that includes courses such as health and safety, security, business ethics, and cyber-security. North Wind also tracks and records required licenses and certifications for specialty services.

### Subcontracting and Procurement

North Wind adheres to a stringent Procurement Policies and Procedures Manual for administering and controlling subcontractor work and material suppliers. Our procurement procedures ensure proper subcontractor and material supplier performance through effective supervision and direction by the project manager, site supervisor, and quality assurance personnel.

Our subcontract management and procurement process begins with a make/buy analysis to assess North Wind's ability to self-perform using qualified local operators and laborers. If a determination is made to procure services, we identify and prequalify subcontractors based on their proximity and resources. We issue Requests for Proposals (RFPs) that include flow-down provisions of contract clauses and client requirements to at least 3 potential subcontractors for each major definable feature of work to ensure adequate competition.

Following award, North Wind's standard operating procedures drive administration, monitor compliance, address corrective actions, and conduct performance review/closeout for all subcontracts. Subcontracted work receives a final inspection and acceptance evaluation; then, the subcontractor's final performance information is entered into North Wind's corporate purchasing database so that project managers and procurement specialists have ready access to information that will assist in future selection.

North Wind procures materials using Deltek Costpoint's Materials Module. We identify sources and establish timeframes for long-lead items and essential equipment and materials, which are factored into our schedule and approach. North Wind assigns an in-house procurement/logistics specialist to assist the project manager with the acquisition and control of purchases. Vendor-supplied equipment, materials, and supplies are tracked throughout the procurement process and inspected upon receipt to ensure they meet specifications. Our system allows for real-time procurement tracking, which links to Costpoint to record and monitor procurement payout and costs.

### Equipment

North Wind uses several methods to ensure an uninterrupted supply of equipment and products on contracts. These include:

- Leveraging existing agreements with national suppliers maintained by all companies in the North Wind Group
- Bulk ordering of wholesale supplies
- Maintaining a nationwide database of suppliers
- Maintaining a database of pre-approved alternative products to preferred products
- Expediting approval and ordering systems
- Practicing efficient inventory control and planning for long lead times
- Entering into new purchasing agreements with major suppliers and distributors as needed

### Project Controls

North Wind implements a variety of controls to ensure project success. We use procedures and

processes that ensure the integrity of information for timely, accurate, and informed decisions throughout the project's execution. North Wind's Project Controls system is comprised of procedures for:

- Controls
- Cost Estimating
- Project Execution Plans
- Risk Management
- Cost Accounting

We employ a systematic approach for integrating and measuring schedule, cost, and technical performance. North Wind uses state-of-the-art tools, systems, and software, including Primavera's P6 scheduling, Microsoft Project, Deltek's Costpoint cost accounting, InEight cost estimating, and Cobra reporting, to manage, control, and report on project schedule and cost performance against a defined Performance Measurement Baseline. North Wind combines the data created by these systems to construct standard monthly performance reports with applicable schedule, cost, and forecasted project completion performance data. All these data are used to provide early warning indicators if a project is trending off-track so that corrective actions can be implemented early enough to remedy the situation.

#### Program Management and Oversight

The North Wind organizational structure enables us to effectively manage our resources and empower our project team. Our program management approach features the following efficiencies:

- Project managers with direct experience in planning and executing similar projects. North Wind project managers have full authority and responsibility for management, safety, quality, execution, contract, and regulatory compliance; optimize performance through established controls and monitoring; manage activities to meet schedules and milestones; identify qualified personnel to conduct work activities; and communicate early and often with client representatives on project progress and issues or challenges that arise.
- Streamlined management with decision-making at the lowest level. This facilitates real-time issue resolution, expedites operating decisions, and eliminates layers of corporate management approvals.
- Integrated management and project teams that capitalize on the core competencies of the North Wind Group while effectively utilizing the specialized expertise of project teams
- Standardized planning documents and reporting templates that reduce the amount of time required for review and approval of deliverables
- Deep bench strength across the organization to supplement project team and ensure adequate resources
- Executive leadership from the corporate entity to assist in identifying and procuring resources and resolving issues, giving clients access to the highest levels of leadership



- H&S and quality personnel who report to corporate leadership, maintaining independence from project teams for objective analyses and continuous improvement

The pinnacle of North Wind's management authority is the company president and general manager, who is the corporate-level decision-maker responsible for complete customer satisfaction, quality of service, safety, and the successful execution of contracts. The company president's responsibilities are complemented by the North Wind Group's Chief Operations Officer (COO), who provides guidance to site project managers, oversees project compliance, coordinates corporate resources, and helps ensure successful contract performance. Interaction between the project site and corporate authorities occurs regularly during weekly operations meetings and quarterly site visits. These meetings ensure knowledgeable, relevant, and informed corporate oversight from the uppermost levels of the North Wind Group's corporate leadership.

For this contract, North Wind's company president *Grant F. Smith* will serve as Program Manager. Mr. Smith is a degreed Petroleum Engineer and a multi-faceted executive with more than 30 years of multinational energy industry experience in a variety of roles. As the primary decision-maker and ultimate authority, he will provide the keen oversight necessary to ensure that North Wind meets the State's program goals and objectives for MERP administration.

Mr. Smith has 10 years of experience coordinating and managing activities related to the plugging and abandonment of wells. He was a lead senior engineer for Marathon Oil Company where he and his engineering team designed and executed non-commercial well abandonment across the southern US. He was assigned engineering responsibilities for over 500 wells for production and completion of new wells, along with oversight of waterflood operations. This assignment included abandonment of non-commercial production/injection/SWD as well as failed completions.

Mr. Smith brings key, relevant experience from his time with Baker Hughes, for whom he served in an executive capacity across many business lines globally for this large oil field service company. For example, he was Vice President (VP) of global engineering, P&A business line, and western hemisphere drilling / completions / abandonment contracts within Integrated Operations. In this role, he managed large integrated projects across the Latin America Region, which delivered an onshore project that involved 2 rigs drilling deep complex wells, with a 10-member cross-functional team, which resulted in \$70M Application for Expenditure wells at 25.3% savings, exceeding the client's expectations. He also grew a major integrated offshore drilling project from 3 to 9 rigs by delivering over 85% of wells in nearly half the planned time and co-led a cross-functional team of 49 to deliver the projects with a perfect health and safety record. Finally, Mr. Smith led a new Integration Operations business unit, where he managed 121 employees in 3 different roles (Commercial, Engineering, and Operations) with 22 managed drilling rigs using teams of 1,200 personnel, including all contractor employees. His resume is provided in Attachment 3 to this proposal.





## 2.0 APPROACH AND METHODOLOGY TO GOALS AND OBJECTIVES



## **2.0 APPROACH AND METHODOLOGY TO GOALS AND OBJECTIVES (RFP 4.2.1)**

North Wind will develop a plan to support the State's budget for this program by getting as many wells as possible through the process as quickly as possible to make the best use of the available funds to plug wells. We will endeavor to ensure that we assist the State in maximizing its methane reduction and well closure count per dollar spent from the full MERP program.

### **2.1 MCW Nominating Process (RFP 4.2.1.1)**

North Wind's goal to support the State's budget for this program will be to move as quickly and efficiently as possible to get MCWs nominated so that they are ready to be evaluated in the prioritization process. We will focus on the most populated counties first, followed by less populated counties. As shown in Figure 1, at the outset, North Wind will target the top 10 counties with the most wells producing less than 15 barrels of oil equipment per day (BOED) and operated by a large variety of companies. Focusing on regions with the largest number of wells and clustering wells in terms of location, well type, access, and site conditions will help ensure that North Wind maximizes the number of wells that can be plugged under the program. Furthermore, with this approach, North Wind will encourage large Owners/Operators with wider footprints across the State to nominate their MCWs in other, less populated counties.

Under our approach, we will take the 3 following, key steps to identify MCWs for nomination:

1. Gather intelligence regarding operators and wells from the West Virginia Department of Environmental Protection (Agency). This will high-grade North Wind's focus on the wells with the highest potential for methane emission as well as a top list of Owners/Operators most likely to sign up for the program.
2. Meet with the leadership of the top 10-25 operators in the select counties.
3. Work with the Agency to sponsor and lead meetings through local Society of Petroleum engineers (SPE) and American Petroleum Institute (API) meetings and town hall meetings to explain the program in detail and allow all attendees to ask questions for clarity. We will also make use of local news media and social media to aid in awareness.

North Wind's outreach will be tailored to ensure that Owners/Operators are made aware of and understand that this program will provide monetary assistance to plug and abandon their non-commercial wells and to remediate and reclaim their sites. We will clarify that the program is *not* intended to enable any government or oversight agency to levy any form of penalty for previous issues the sites may have had, such as leaks or spills.

In addition to mobilizing experienced Site Evaluation and Estimating professionals into the field, North Wind will hire local personnel in the oil and gas industry to help coordinate and deliver the message to local operating companies. Not only will this put local people to work for a company with excellent benefits, but it will reassure Owners/Operators that West Virginia residents support the program as constituents.

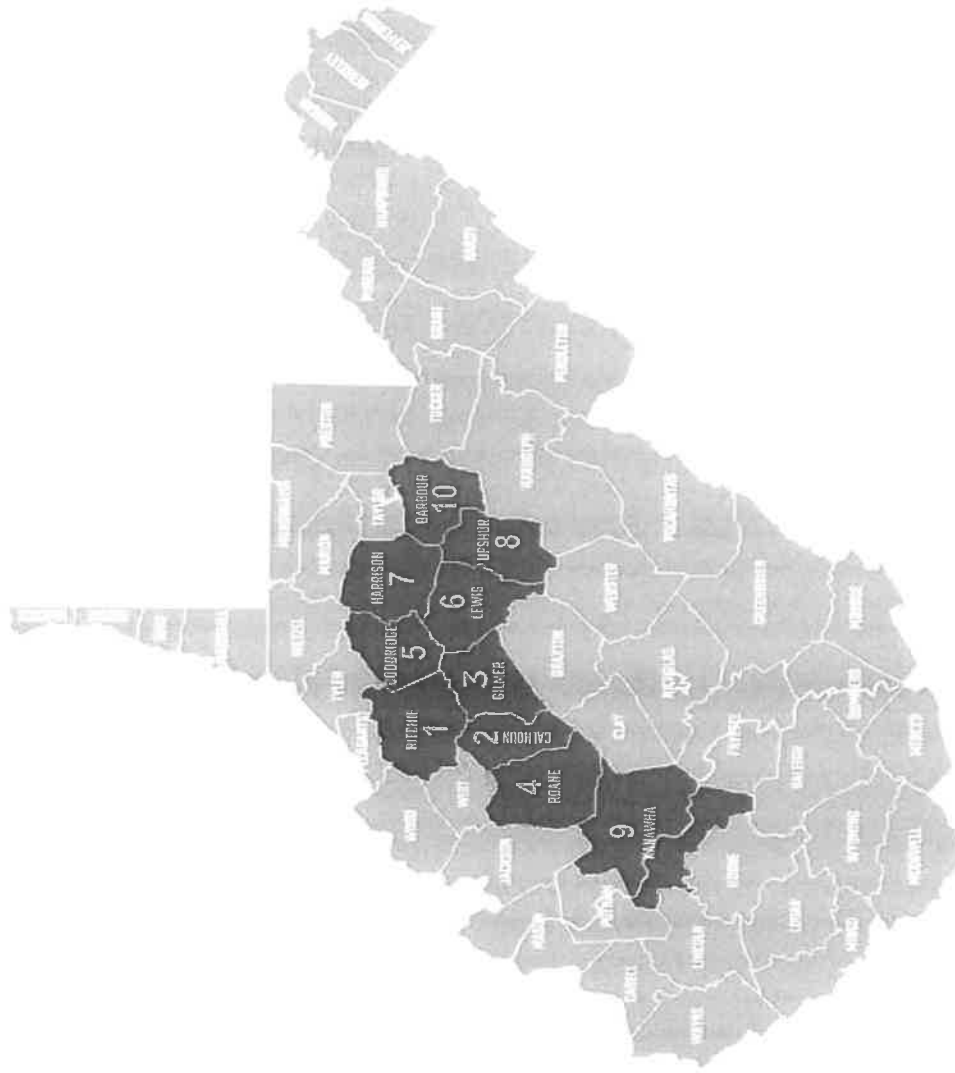


Figure 1. Top 10 counties to be targeted for the nominating process

County	Support	Well Count
Ritchie	5,607	3,923
Calhoun	2,969	2,307
Gilmer	3,352	2,208
Roane	2,541	1,950
Doddridge	4,404	1,841
Lewis	3,506	1,756
Harrison	3,679	1,562
Upshur	2,412	1,468
Kanawha	3,627	1,440
Barbour	2,151	1,331
Lincoln	2,516	1,223
Braxton	1,528	1,193
Clay	1,305	940
Wetzel	1,662	870
Pleasants	921	782
Wayne	1,149	562
Tyler	1,487	551
Marion	974	531
Wirt	527	528
Wood	527	472
Randolph	684	458
Taylor	698	436
McDowell	2,030	390
Wyoming	1,846	386
Cabell	521	351
Jackson	1,370	336
Putnam	895	335
Raleigh	745	317
Boone	1,172	300
Monongalia	578	280
Mingo	1,463	243
Logan	1,503	216
Nicholas	377	209
Fayette	547	207
Mason	241	157
Marshall	1,073	132
Preston	198	112
Mercer	272	73
Tucker	30	17
Webster	11	10
Grant	10	10
Mineral	8	8
Ohio	218	4
Hancock	4	4
Morgan	3	3
Pendleton	4	2
Brooke	169	1
Pocahontas	1	1
Summers	3	0
<b>TOTAL</b>	<b>63,888</b>	<b>32,424</b>

North Wind will work with the Agency to develop appropriate recognition and commendation of companies that choose to participate in this program, spotlighting their support for the critical objective of cleaning up West Virginia's air, land, and water.

### **2.1.1 Meaningful Engagement**

North Wind has broad experience in performing owner and stakeholder outreach on current and previous contracts and has honed effective means of engaging with and educating project stakeholders. For example, on a long-term contract with FEMA to provide Flood Map Amendment Services, North Wind prepared and executed a communications plan to increase awareness and understanding of the program. The project team wrote and submitted articles to industry newsletters, presented on the program at national and regional conferences, hosted interactive webinars and workshops, prepared a comprehensive technical guide in electronic and downloadable PDF versions, developed an email list of licensed professionals who use the services to help the public file flood claims with FEMA, prepared email templates, and created informational flyers to email to the licensed professionals. These outreach efforts resulted in increasing the user pool by 14.4% over the most recent, 5-year contract duration.

Another example was our \$5.3M contract with the US Army Corps of Engineers, Alaska District, for the maintenance and replacement of water treatment systems and sampling of 80 groundwater monitoring wells and analyses for in Moose Creek, Alaska. North Wind's services were in support of a voluntary response by Eielson Air Force Base to address a Per- and polyfluoroalkyl substances (PFAS) groundwater contaminant plume extending from the base and impacting a residential community. More than 65 private drinking water wells tested in the community exceeded the current lifetime health advisory (LHA) for PFAS and for PFOS+PFOA. Between 2017 and 2020, North Wind coordinated and communicated with the more than 100 homeowners and tenants in this remote Alaskan community. The project team developed a database to track activities and owners, ensuring that systems were operating and that residents had a constant supply of safe drinking water. North Wind tracked the status of home ownership, tenant and property management; communicated extensively with homeowners and tenants; gained permission for access to each home 4 times per year; and handled repair call outs resulting from freezing pipes or system shutdowns. Project staff were in the community about 250 days per year to conduct long-term monitoring, repairs, and new system installations, logging more than 8,000 hours. North Wind engendered trust among homeowners and tenants and built an excellent rapport with the community. North Wind received "Exceptional" ratings for Quality, Schedule, and Management on the government's 2022 Contractor Performance Assessment Report (CPAR).

### **MERP Engagement Strategy and Process**

For this MERP contract, building trust with oil and gas Owners/Operators is imperative, as is ensuring that we clearly educate them on the benefits of the program. Providing funding for the reduction of their asset retirement obligation will enable Owners/Operators to move liability dollars to asset dollars on their balance sheet. This immediately increases the value of their company for its owners.

Our Program Manager and Project Manager, both of whom have significant experience in the oil

and gas industry as well as in the West Virginia market, will spearhead engagement with Owners/Operators and other stakeholders. The Program Manager or Project Manager will initiate contact with listed Owners/Operators and then develop a “script” with talking points that can be used by Site Evaluators or others on the project team in follow-up communications to ensure that accurate information is being relayed. These will be tailored to gas or oil wells, as appropriate, because each well type has its own set of specific considerations.

North Wind will use a variety of tools including the following to engage with Owners/Operators and reach other stakeholders to nominate wells, such as:

- Pre-arranged, direct, in-person visits with all known Owners/Operators who have wells currently producing below the designated threshold
- Written and emailed correspondence including easy-to-understand information and Frequently Asked Questions (FAQs) about the program as well as nomination forms and/or a link or a QR code to online forms
- Follow-up telephone calls/reminders to Owners/Operators who haven’t responded within 30 days from the initial contact
- Announcements in trade publications and in local media including newspapers, radio, and local cable-access television
- Postings on electronic bulletin boards hosted by townships, towns, cities, and counties in target areas and on State and local government social media accounts
- Presentations at community town hall meetings and relevant organizational meetings such as SPE and API

North Wind will also work with the Agency to use all other means at the Agency’s disposal, including State websites, to engage with Owners/Operators and stakeholders and educate them on the goals of the program and the relevant factors for prioritizing wells. We will coordinate with the Agency regarding the following important program elements:

- General implementation of the MERP
- External communications
- Informational materials
- Public and media relations, including informational kits and assistance in responding to inquiries
- Leveraging the Agency’s website for MERP, including developing a description of the program, schedule and background, maps, FAQs, links to submit questions and comments, link to receive email notifications, and contacts for more information. All information will be Section 508-compliant or equivalent to ensure full accessibility for people with disabilities.
- Establishment of a dedicated email address to be monitored daily by North Wind’s

Project Manager and development of an email contact list that includes known Owners/Operators, local media outlets, trade publications, leadership of professional organizations, stakeholders collected from web inquiries or comments and town hall sign-up sheets, and tribal representatives, such as the Tribal Historic Preservation Officer

- Identification of cooperating agencies who may benefit from regular program updates or be invited to contribute or advise on the nominating process, such as the USFWS, WV Department of Arts, Culture & History, WV DOT, WV SHPO, and incorporated cities, towns, or other residential entities having jurisdiction over properties where MCWs are located

## 2.1.2 Process Development

### Developing Target Areas

North Wind has mapped over a thousand abandoned mines and wells; therefore, we understand how important it is for the Agency to address as many of the public land areas as possible with the available budget. We have learned that careful planning and analysis is the key to efficient surveys.

For the MERP contract, North Wind will develop a detailed Data Collection Plan that includes the methods for collecting data, verification procedures, mechanisms for addressing gaps or inconsistencies, and data storage and management protocols.

Our GIS team will start by researching public information regarding wells and their Owners/Operators already available at the Agency's website. North Wind's project management team will also confer with rigging operators, civil contractors, and other contractors with whom we have business relationships in the State of WV to assist in confirming a reliable list of contacts at the Owner/Operating companies.

We will analyze the areas, estimated travel time, season of the year, terrain, and distance from towns for crew lodging. Prior to initiating the field campaign, we will conduct a desktop assessment of the project area using GIS. Historic and current aerial and satellite imagery as well as 1:24,000 US Geological Survey topographic maps will be employed during this assessment as the primary mechanisms for pinpointing mine sites and features.

In addition to pinpointing well sites during the desktop assessment, North Wind will delineate the best possible routes of entry and exit into project areas with consideration to land ownership variances. If routes to project sites require travel through private land and limited access areas, North Wind will work with the Agency to determine the best possible means for gaining permission and access to these locations.

Based on these data, we will create map books with multiple sections identified as target areas. Using pre-defined target areas is a proven, efficient way to deploy single or multiple field crews. For example, for an Abandoned Mine Land (AML) inventory in California, North Wind divided the sites into target areas, each within a two-hour driving distance of a town with lodging and emergency care access. The target were named after the town the field crew would use as their

base of operation. We considered access roads, cities, and towns with lodging for field crews, terrain, and slope that may take additional time to work on. See Figures 2 and 3, below. Upon award by the State, North Wind will develop a similar, comprehensive map book of well target areas based on terrain, weather, season, and location to further enhance the field work process.

Figure 3. Example of targeting areas based on driving distance and proximity to towns with medical and housing resources.

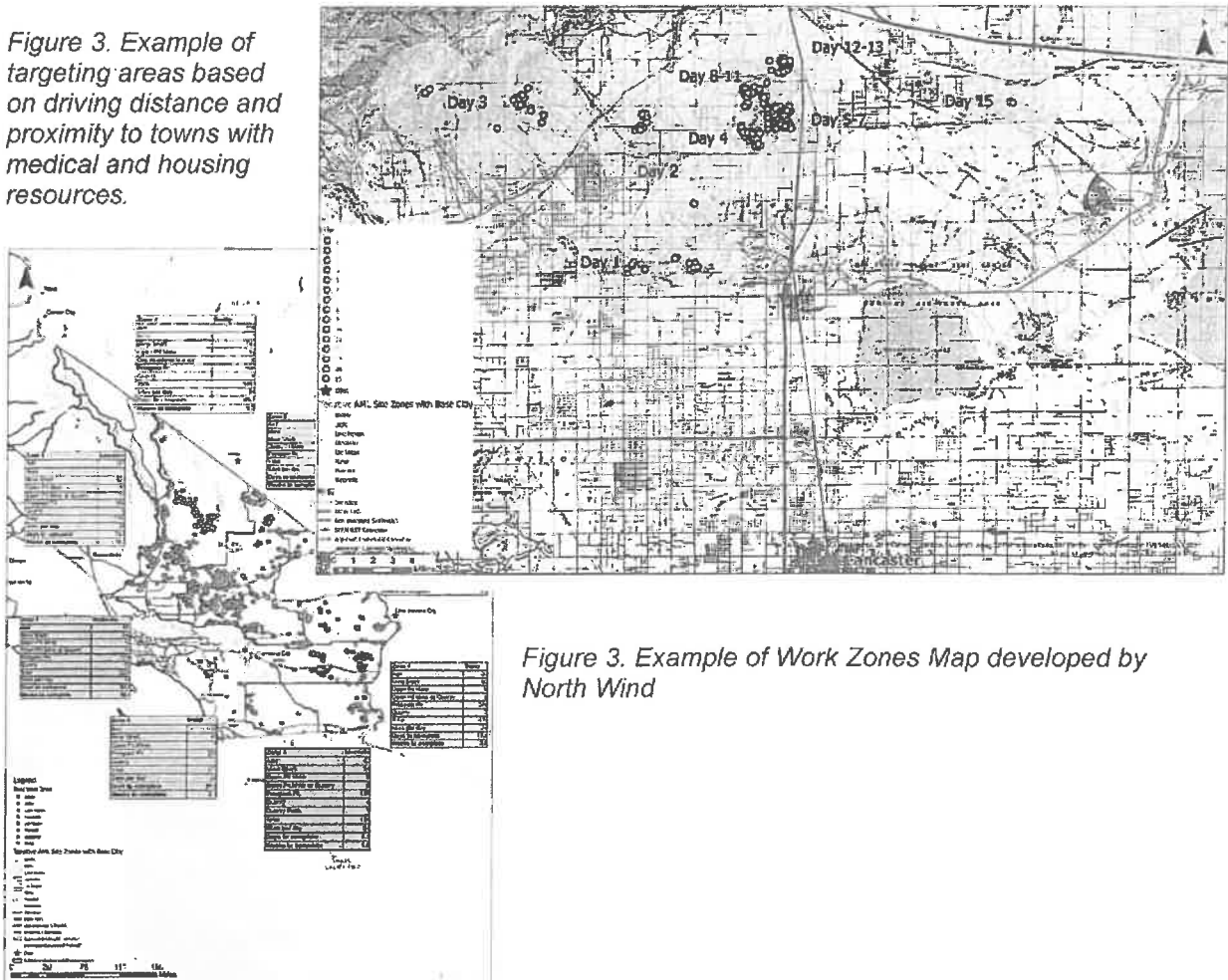


Figure 3. Example of Work Zones Map developed by North Wind

Not only will this mapping exercise enable our field crews to efficiently transition from site to site, our tools and training offer means to identify wells even in remote areas with decreased connectivity to satellites. Using these state-of-the-art tools will enable us to develop cost estimates that are more realistic than those of our competitors.

### Gathering Information

North Wind's Project Manager and Site Evaluators will gather the following information on wells and sites through both desktop research and field survey:

- Confirmation of well ownership using state and county records
- Production trends with emphasis on current production rates to ensure the well is no longer economically viable to the owner operator



- Basic well information:
  - Well histories to understand current well conditions and assist North Wind in developing general cost estimates to plug and abandon each well. Estimates will be included in the decision matrix to high-grade the final list of wells
  - Determining whether the well is active, shut-in, or temporarily abandoned
- Presence of facilities onsite and their condition
- Site conditions such as contaminated soils or erosion issues
- Site proximity to waterways, homes and public roads
- Legal and regulatory considerations

Our Project Manager and project field team will visually confirm site conditions and verify data using well work documentation or comparable information submitted by Owners/Operators to the State.

North Wind's Project Manager and Site Evaluators will also work with Owners/Operators to develop detailed lists of their onsite assets including tanks, treaters, artificial lift equipment, and tubulars. We will also specify how to dispose of the assets, such as cleaning and hauling to an equipment yard or removing for scrap or salvage.

*As a longtime Federal contractor, North Wind will ensure that all processes and results are fully auditable by the US DOE.*

These details will not only help inform the well nomination process but will also be rolled into the RFP recommendations to the Agency for closing the wells and sites under the second phase of the MERP. As a longtime Federal contractor, North Wind will work with the State to ensure that all processes and results are fully auditable by the US Department of Energy.

North Wind will also design the remediation and reclamation plans to the landowner's and Agency's expectations. In addition to working with Owners/Operators, North Wind has a proven track record of working successfully with landowners and other stakeholders across the United States. For example, on a contract with the state of Montana, North Wind consults with landowners to coordinate project schedules so that well-plugging activities do not interfere with planting or harvesting crops or interfering with calving season. North Wind also consults with landowners on preferred seed mixtures to use when reclaiming well locations. Please see *Section 4. Qualifications and Experience* of this proposal for more details on North Wind's previous, similar experience in successfully engaging landowners. We will use our experience to successfully engage not only with Owners/Operators but also with landowners and other stakeholders on the State's MERP.

### 2.1.3 Nomination Window

North Wind's key objective for this MERP contract will be to move as efficiently as possible through the nominating process. To that end, we will take the 5 major steps described in Figure 4, on the following page, to open and close a nominating window during which owners/operators



of MCWs or other stakeholders may proposed wells for plugging under the MERP.

### **Nominations from Other Stakeholders**

When engaging with the general public, whether through the media or at in-person events, North Wind will make clear that site nominations can be made by anyone, regardless of whether they own or operate wells. We will target landowners who have wells, facilities, and/or lease roads on their property or where the wellhead gas furnishes a natural gas source for their property. We will also engage other stakeholders with a potential interest in nominating wells for plugging, including:

- **Environmental groups:** Organizations concerned with environmental protection and water quality.
- **Community groups:** Local residents and organizations concerned about the potential impacts of abandoned wells on their community.
- **Academic institutions:** Researchers and academics with expertise in environmental science, geology, or related fields.
- **Indigenous communities:** If applicable, tribal governments and organizations representing the interests of indigenous communities.

North Wind's Communication Specialist will prepare a comprehensive Stakeholder Engagement Plan that outlines strategies for actively soliciting nominations from a variety of stakeholders via such means as public relations and/or media campaigns and public meetings such as townhalls.

We will prepare nomination forms in both hardcopy and electronic formats so that Owners/Operators and other stakeholders can submit their nominations via US Postal Service, at public meetings, via email, or at the MERP website to be developed by North Wind in collaboration with the Agency.

Based on the reasons and impacts provided by landowners or other stakeholders, North Wind will place the well on the priority list to be discussed with the Owner/Operator. We will make a point of following up with everyone who nominated a site to inform them of the successful nomination or the reason(s) their nomination did not make the final list. North Wind will ensure that Owners/Operators and other stakeholders are made aware that we carefully considered and valued their input.

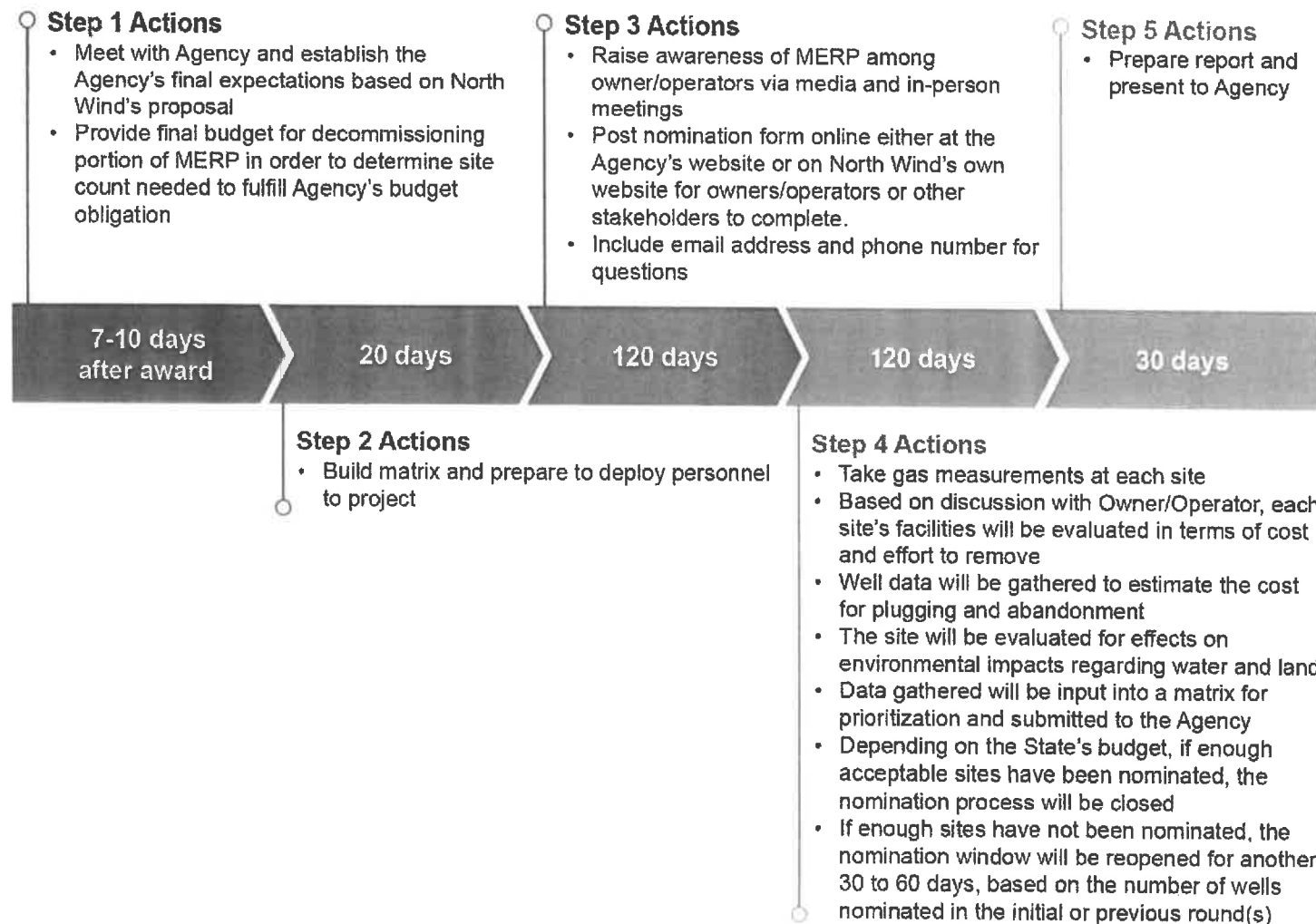


Figure 4. Steps for opening and closing well nomination window

## **2.2 MEQ Data (RFP 4.2.1.2)**

North Wind will subcontract with *Zefiro Methane Corp. (Zefiro)* to collect quantified methane emission data from each nominated well.

North Wind obtained detailed technical proposals from both Zefiro and Well Done Foundation. The methods used by both companies are very similar; however, Zefiro's cost is much more economical than Well Done Foundation. After performing a thorough cost/benefit analysis, North Wind determined that using Zefiro would enable us to potentially test twice the number of wells for the same cost as Well Done Foundation, thereby making better use of the State's funding for this program.

In collaboration with Zefiro, we propose the following methodology to measure methane.

### **2.2.1 Pre-Plugging**

Zefiro will use a 2-pronged screening and measurement process, whereby Zefiro conducts binary detection to determine a *yes/no* methane response on the wellhead and all associated surface installment and identify any methane leak sources. Then, a 2-person QMS team will conduct quantification using a direct measurement device and a measurement method that meets or exceeds DOE guidance "Methane Measurement Guidelines for Marginal Conventional Wells." U.S. Department of Energy. Version 1, April 17, 2024, as mandated by the State's RFP.

### **2.2.2 Post-Plugging**

Zefiro utilizes ACR-standard post-measurement protocol. Zefiro will use a methane detector to screen the ground surface and any portion of the plugged well casing that remains above grade after plugging. For buried wells, Zefiro will measure a surface area of 1 square meter (1 m<sup>2</sup>) above the wellhead. The detector will be a handheld methane sensor with a lower detection limit of 1 ppm methane or less. Zefiro will place equipment within 5 centimeters (5 cm) of the ground and/or well casing.

Zefiro will screen each area requiring screening for at least 5 minutes. If a methane concentration exceeding 2 ppm above background is detected, Zefiro will measure the methane emissions rate in accordance with the approved Methane Measurement Method Approval Form. The methane emission rate, corrected for pressure and temperature, and measured directly or calculated from simultaneously measured methane concentration and well gas flow rate, will not exceed 1.0 gram per hour (g/hr).

For both pre- and post-plugging readings, Zefiro uses weekly QA/QC protocol to randomly select a minimum of 5% of scheduled weekly sites and conduct a same-day, second screening / measurement pass.

Because quantification devices do not perform well in rain or fog and in accordance with DOI guidance, Zefiro will not conduct field work during non-frozen precipitation weather events. High humidity or moisture is problematic for readings, skews data, and can damage devices.

### 2.2.3 Qualifications of Measurement Specialists

All Zefiro field personnel meet or exceed the following requirements:

- Safety training including, but not limited to, H2S, OSHA40, and HAZWOPER
- Minimum 20 hours field training on specified equipment by equipment manufacturers and/or distributors
- Minimum 480 hours field experience in screening, measurement, and quantification in accordance with US DOE National Energy Technology Laboratory (NETL) standards

Attachment 3 of this proposal includes a resume and certification for Scott Motter, a Zefiro Qualified Measurement Specialist (QMS), as an example of the qualifications of a field technician who would be assigned to this project.

### 2.2.4 Measurement Instrumentation and Methodological Approaches

Immediately preceding or concurrent with each pre-plugging or post-plugging measurement, the 2-person Zefiro QMS team will record background levels of methane from a distance of 10-15 feet upwind (the current direction from which wind is blowing) of the well location. This measurement will be taken with the same sampling device as the well measurement.

#### Enclosure Method

After a well is identified, the baseline measurement process will involve tenting the structure to capture all leak sources in and around the wellbore. Zefiro will place an exhaust outlet on the back side of the tenting (away from the wind direction) approximately 6-12 inches below the absolute top of the tenting.

Zefiro intends to use the *Semtech® Hi-Flow 2 Fugitive Methane Sampler* to measure methane. Zefiro will connect the inlet end of the Hi-Flow Sampler to the exhaust outlet with support so that it can run in place to obtain a minimum, 30-minute stabilized reading. The QMS will monitor the Hi-Flow Sampler during operation.

After the necessary data are obtained, Zefiro will remove the tenting and ensure that Zefiro leave the site in the same condition it was prior to testing. Figure 5 shows an external and internal view of Zefiro's methane measurement setup.

### Proposed Measurement Equipment and Calibration Schedules

#### Screening/Binary Detection

To detect leaks, Zefiro will use a laser-based *Remote Methane Leak Detector – Complete Solution (RMLD-CS)* handheld unit. Zefiro will also utilize an Optical Gas Imaging (OGI) camera to detect and document methane-leak plumes.

#### Quantification Measurement

As noted, Zefiro will use the Semtech Hi-Flow 2 Sampler, as shown in Figure 6, below, for methane quantification measurement. The Hi-Flow 2 uses Tunable Laser Absorption Spectroscopy (TDLAS) to accurately measure fugitive methane with direct quantification of leaks in the range of 0.001-25 cubic feet per minute (CFM), with accuracy better than 5%. This

device uses flow and gas sensing technologies that are integrated into a handheld unit for accurate measurement. Sensitivity down to 1 gram/hour readings are achieved with this equipment, which exceeds DOE guidelines.

Zefiro will calibrate all field-operated Hi-Flow Samplers according to the following schedule:

- 1) Annual calibration conducted at the manufacturer that provides a linearity calibration and is valid for the following year of operation.
- 2) Weekly "Bump" tests, a qualitative function check in which a challenge gas, in this case methane, is passed through the sampler at a concentration and exposure time sufficient to document that the device is operating within acceptable calibration limits. Tests for each device are documented in a data file generated by that device and maintained in Zefiro's data management system for recordkeeping purposes.

## 2.2.5 Data Reporting Elements

For every site visit, Zefiro will capture, record, and report on the following data:

- General
  - AVO inspection report
  - Visual documentation
    - Site photograph documentation
    - OGI camera methane documentation

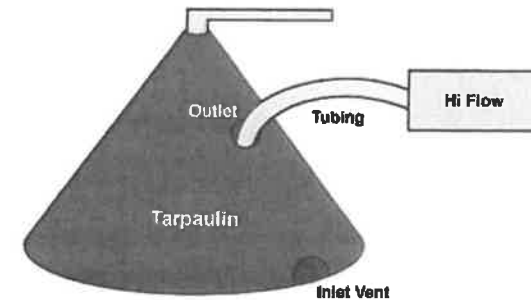


Diagram 1A: Zefiro Methane Measurement Setup (external view)

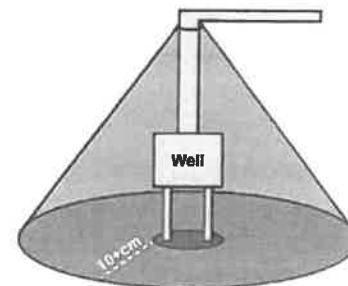


Diagram 1B: Zefiro Methane Measurement Setup (internal view)

Figure 5. external and internal view of Zefiro's methane measurement setup



Figure 6. The Semtech Hi-Flow 2 Sampler measurement and control module

- Weather/environmental conditions
  - Wind speed/direction
  - Temperature
  - Cloud cover
  - Barometric pressure
  - Humidity
  - General weather description
- Binary detection results
  - RMLD-CS PPM Data
  - OGI site images (mapping image plumes, if any)
  - Field Report
- Quantification Measurement
  - Visual documentation of testing setup
  - Hi-Flow 2 data file
  - Analyzed Hi Flow 2 data file with final outputs
  - Field Report

#### **2.2.6 Timeline**

North Wind estimates that pre-plugging MEQ work will take approximately 3-6 months, depending on time of year when project work is conducted. We estimate that post-plugging MEQ work for each well will conclude within 30 days of completing plugging and restoration work.

#### **2.3 MCW Prioritization/Prioritized Well List (RFP 4.2.1.3)**

North Wind's proposed management team for this contract has daily, hands-on experience in prioritization based on an established set of criteria. For example, North Wind's management team evaluates risk for every project. When responding to an RFP, our capture and project management teams evaluate the opportunity using 2 sets of criteria: 1) objective and 2) subjective. Objective criteria include the business line, contract value, contract type, period of performance, and North Wind's history with the client. Subjective criteria include potential challenges such as North Wind's previous experience working with the client, weather, location, schedule, scope, qualifications and availability of project manager and other key personnel, and complexity of project. North Wind's management team assigns each criterion a score from 1 (low) to 5 (high) and produces a total combined score. This methodology helps ensure that we fully evaluate every opportunity and assign resources accordingly.

Based on experience, our project management team for the WV MERP will be able to give valuable inputs to the Agency and CBC when developing the well prioritization model and will be able to effectively use the model to prioritize nominated MCWs for plugging.

We anticipate that the MERP matrix will consider the following criteria for each MCW nominated:

1. Well ownership, including number of other wells owned by same operating company that meet the minimum barrels per day production threshold (which may incentivize participation in the MERP)
2. Quantity of gas (VOCs) being admitted to the atmosphere
3. Access, including level of complexity and estimated cost to facilitate or improve
4. Identifiable hazards to the public, community, watershed, wildlife, and vegetation
5. Proximity to watersheds, public water resources, powerlines, below-ground and overhead utilities and septic systems
6. Potential for surficial and subsurface contamination
7. Proximity to public roads and traffic density (with attention to speed, turns, and blind hills), railways, buildings and structures
8. Biological impacts such as trees at site requiring consideration due to bat laws and/or owl presence
9. Historical, cultural, or archaeological impacts, including to Tribal ancestral lands
10. Downhole wellhead complexity
11. Seasonal weather considerations
12. Preliminary estimated cost to decommission
13. Other criteria based on well types after the full site roster is established

Therefore, as an example, a weighted matrix for well nominations may take a form similar to that shown in Figure 7, below:

CRITERIA	VALUE (%)	SCORE				
		1 (LOW)	2 (MED-LOW)	3 (MEDIUM)	4 (MED-HIGH)	5 (HIGH)
Methane level	60	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proximity to humans	10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proximity to water/flora/fauna	10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other contaminants such as crude oil	5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost to plug well	5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost to remove facilities	5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost to remediate/reclaim site	5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Figure 7. Example of weighted matrix for evaluating well nominations

North Wind understands that it is the responsibility of the CBC to develop the well prioritization model. North Wind further understands that the intent of the MERP is to reduce the largest amount of air pollution per dollar spent. Because these are public monies, costs must be balanced against the potential for local exposures to humans, livestock, homes, and property. North Wind has a highly experienced Estimating Department that will fully evaluate the costs to decommission each site and make recommendations that will inform our prioritized list.

### **2.3.1 Data Entry**

North Wind's Project Manager and Site Evaluators will gather data regarding nominated MWCs and enter into our own GIS database tailored for this program. Our proposed Data Clerk, Kyira Lang, will coordinate and consolidate all key well nomination data and, under the direction of our Project Manager, will enter all scored prioritization criteria for each nominated MCW into the Agency's PRIMO software. The Program Manager and/or Project Manager will have access to PRIMO; to ensure the accuracy of data, both managers will review a set percentage of entries on a weekly basis as a quality check.

The North Wind project team will receive support in the use and application of the PRIMO software system from the North Wind Group's Information Technology (IT) Department. Our 21-person IT Department provides support for North Wind projects and contracts as well as for corporate employees. They assist with computer upgrades, software installation and updates, drive migration, and cloud-based applications including SharePoint, Computerized Maintenance Management Systems (CMMS), and File Transfer Protocols (FTP). They also offer cybersecurity awareness, telework support, Zoom resources, and Microsoft Teams training.

## **2.4 Ancillary Permit Activity (RFP 4.2.1.4)**

North Wind recognizes that any Owner/Operator enlisted into the program will be responsible for obtaining their own well-plugging permit with the state of West Virginia. We will assist Owners/Operators in identifying other possible permitting requirements as described in this section.

North Wind will identify and assess "Action Areas" by location and proximity to watersheds, public water resources, powerlines, below-ground and overhead utilities and septic systems, public roads and traffic density (attention to speed, turns, and blind hills), railways, buildings and structures, and trees that would need consideration due to bat laws or owl presence.

"Areas of Potential Effects" will be defined by any identifiable hazards to the public, community, watershed, wildlife and vegetation and the potential for surficial and subsurface contamination. After GIS analyses have been completed and site evaluations compiled, North Wind will deploy the appropriate services and surveyors to verify any potential effects to wildlife, waterways, and utilities. In addition, North Wind will evaluate sites for the potential to require confined space permits and asbestos sampling.

These considerations will be factored into the weighted matrix for scoring along with methane determinations, site and downhole well complexity, and cost.



#### **2.4.1 Defining Project Areas for Jurisdiction**

Upon gathering GPS coordinates, North Wind's Project Manager and project team will overlay well location points into an ArcGIS shapefile along with online databases such as:

- Endangered and Threatened Wildlife and Plants (ESA)
- National Register of Historic Places and the regulations under the National Historic Preservation Act (NHPA)
- US Fish and Wildlife Service's (USFWS') Information for Planning and Consulting (IPaC) register to identify any protected or otherwise trout-containing waterways
- US Geological Survey's water data to identify proximity to various streams, lakes, waterbodies as well as the potential for flooding
- Tribal Directory Assessment Tool (TDAT) to generate any potential local tribal community representatives
- WV State Historic Preservation Office's Interactive Map Viewer to assess protected land resources or structures
- WV DEP's extensive database of GIS resources

#### **Communication Strategy**

North Wind's project managers and environmental professionals regularly consult with the US EPA and other federal and state agencies to obtain required permits and adhere to applicable regulations on projects. We retain several in-house environmental regulations experts who have special expertise in implementing the EPA's Data Quality Objectives (DQO) process for the resource-effective acquisition of environmental data and in performing regulatory reviews, risk assessments, modeling, sampling and analysis, and screening.

As part of our Project Manager's and Site Evaluators' desktop and field surveys of potential MCWs for nomination to the State's MERP, we will flag potential environmental, biological, historical, cultural, or archaeological considerations that may require permits for further review by North Wind's assigned Biologist, NEPA SME, and Archaeologist.

Based on the information provided by our in-house consultants, the Site Evaluator or Project Manager will discuss the potential for permits and the process for obtaining permits with Owners/Operators during the nomination process. We will prepare a summary report for each well that describes our findings and details our consultation with the Owner/Operator, which we will submit to the State. North Wind will also flag the possibility of required permits for each well identified in the prioritized list of MCWs that we submit to the State for approval.

#### **2.4.2 Action Areas**

North Wind's biologists have delineated Action Areas and prepared Section 7 consultation materials for many clients in the eastern US, including, for example, the Georgia Army National Guard at 3 different sites in that state.

North Wind's degreed biologists with expertise in performing Biological Assessments for species that are federally listed under the Endangered Species Act (ESA) will conduct biological studies and prepare reports for defined areas of oil and gas development (aka "Action Areas"), including roads, drill pads, and associated facilities.

We will initially obtain species lists for potential closure locations from the USFWS IPaC database. This database will identify ESA-listed species that may occur on or in the vicinity of each well location. Our biologists will also review aerial imagery to determine current land cover conditions and identify potentially suitable habitat for listed species within the Action Area.

Based on the results of the initial desktop survey and proposed closure protocols and extent for each site, our biologists will make initial site-specific determinations of effect. We will prepare a technical memorandum summarizing our determinations and recommendations for each well location. A "no-effect" determination (i.e., no listed resources will be exposed to action and its environmental consequences) would not require USFWS concurrence.

In the event that potential impacts to ESA-listed species ("may affect, but not likely to adversely affect" or "may affect, likely to adversely affect") are identified for a site or sites, North Wind will prepare required documents and guide Section 7 consultation between the State of West Virginia and the USFWS.

North Wind will conduct species-specific onsite protocol surveys as required on a site-by-site basis to obtain additional habitat information or evidence of the presence of listed species. We anticipate that most sites will not require surveys due to their disturbed nature.

### **2.4.3 Areas of Potential Effects**

North Wind has an in-house Cultural Resource Group with significant experience in cultural resources, Section 106 projects, and NHPA reviews in the State of West Virginia. North Wind recently completed a background literature review and Phase I archaeological survey for a project near Wheeling, WV and a project for the National Park Service in the New River Gorge National Park and Preserve. These projects entailed NHPA reviews to satisfy Section 106 requirements.

Our proposed Lead Archaeologist for this project, Emmett Brown, *RPA, PhD/ABD, Anthropology*, has conducted NHPA reviews and archaeological investigations throughout the State of West Virginia. His past experience includes archaeological investigations in the coalfield region as well as projects near the towns of Hinton, Moorefield, Parkersburg, Ghent, Charleston, and Bluefield.

Prior to any well-plugging activities, North Wind will develop 2, project-related documents to define and identify Areas of Potential Effects (APEs):

1. A *desktop report* that will incorporate research of historic maps and the online database maintained by the West Virginia Department of Arts, Culture & History. We will also include previously conducted informant interviews when available. The desktop report will indicate prior archaeological surveys, previously identified archaeological sites, any

culturally significant areas, the presence of cemeteries, and any areas of high potential for archaeological sites at the abandoned well and within a 1-mile radius of the abandoned well. If our background research shows sensitive cultural areas or sensitive archaeological sites, North Wind will consult with the West Virginia Department of Arts, Culture & History on the best practice to protect these sites without disseminating locational information.

2. To ensure that unique cultural features like rock piles, rock cairns, cemeteries, and unmarked grave depressions are left undisturbed during the well plugging process, North Wind will produce a *reference /photo guide* in PowerPoint that will be distributed to each MCW well plugging crew. The MCW well plugging crew will use this reference to identify and avoid archaeological features during their work at individual well locations. Archaeological features could be located at the well locations or on the periphery of well locations. We anticipate that ground disturbance from well plugging crews will only occur in previously disturbed areas.

As an option, North Wind proposes developing a Programmatic Agreement (PA) with the State of West Virginia and the appropriate federal agency or agencies. A PA would streamline the process needed to satisfy NHPA and Section 106 requirements across multiple well sites with different owners/operators. Because MERP will involve numerous private owners/operators of wells with differing permitting requirements, a PA would eliminate the needs to determine the specific permitting requirements for any given well. A PA would also enable North Wind to present a single process to all private Owners/Operators for every well nominated.

#### **2.4.4 Tribal Consultation**

North Wind will consult with the State of West Virginia and appropriate federal agencies to develop a list of Native American Nations for consultation. Any inclusion of Native American Nations that are not federally recognized will be at the discretion of the State. North Wind will use the Tribal Directory Assessment Tool (TDAT) to generate any potential local tribal community representatives. North Wind will prepare and send consultation letters to each Native American Tribal Historic Preservation Officer (THPO). Consultation letters will describe the project, project location(s), and any concerns with cultural resources.

North Wind will develop a comment matrix to organize and track comments from THPOs and make the matrix available to the State of West Virginia to ensure that comments are adequately addressed. We will report any subsequent requests by Native American Nations for government-to-government consultations to the Agency.

At the conclusion of the project, North Wind will submit a report that details the consultation process, comments, and any actions taken during the life of the project.

#### **2.5 Timeline for All Project Activities**

North Wind's proposed timeline to achieve the State's goals and objectives for the MERP is shown in the schedule provided in Figure 8.

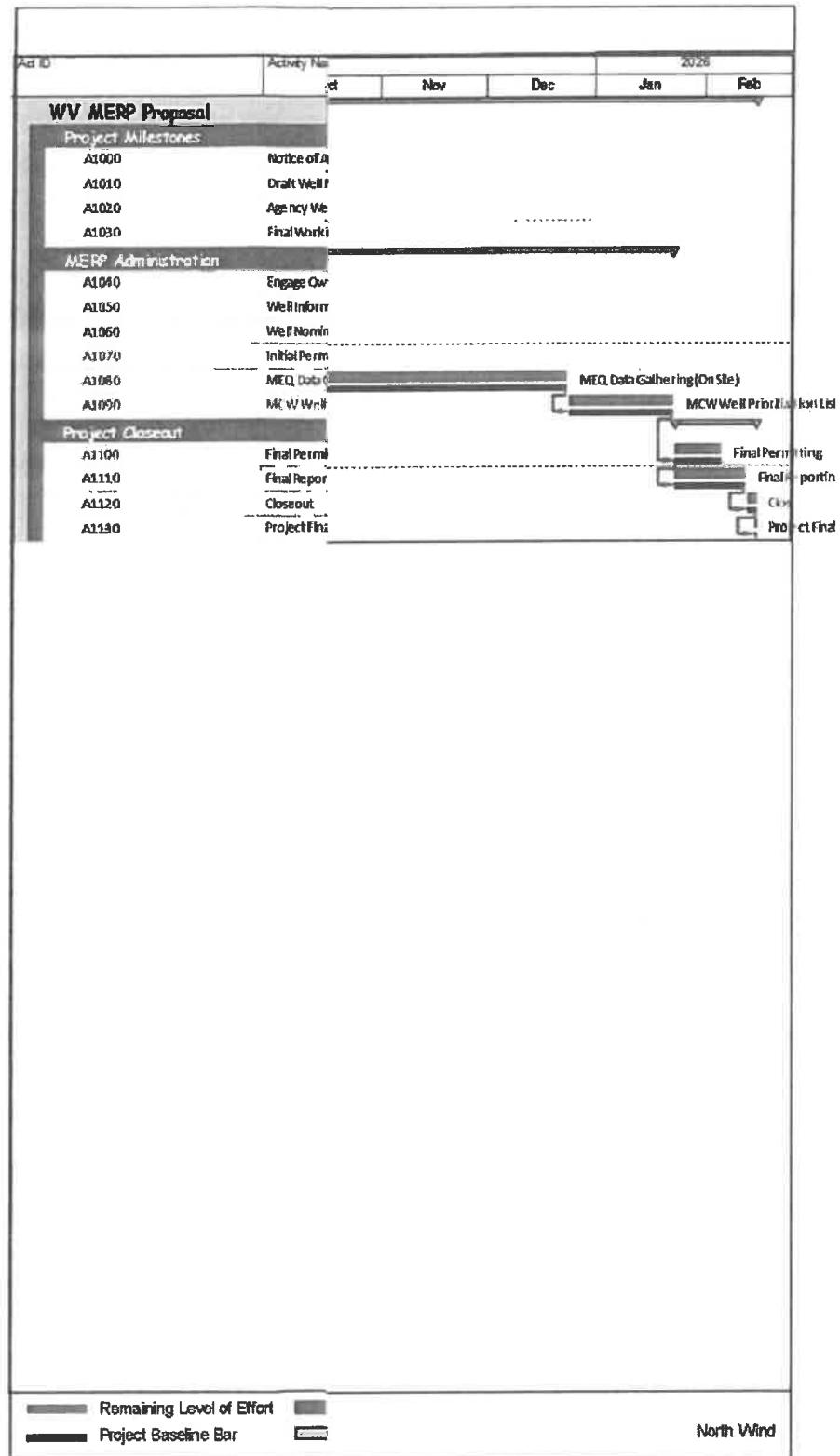
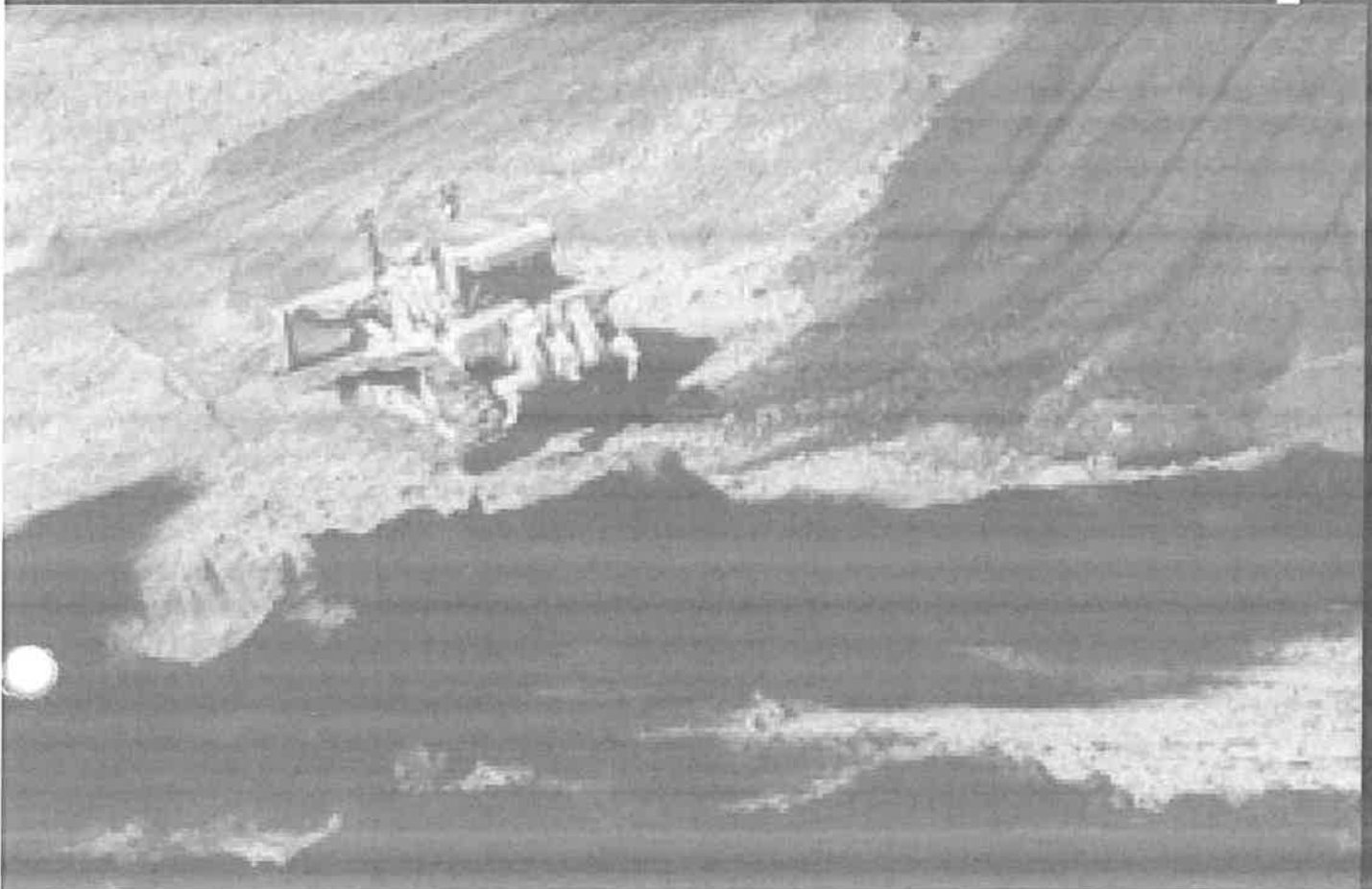


Figure 8. Timeline for achieving Agency's goals and



## 3.0 MANDATORY PROJECT REQUIREMENTS



3.0 MANDATORY PROJECT REQUIREMENTS

### **3.0 MANDATORY PROJECT REQUIREMENTS (RFP 4.2.2)**

#### **3.1 Technical Progress and Financial Reports (RFP 4.2.2.1)**

##### **3.1.1 Technical Reporting**

As noted in the introduction to our proposal, North Wind uses an in-house Project Controls System for integrating and measuring schedule, cost, and technical performance. The Project Controls Department uses Primavera's P6 scheduling, Microsoft Project, Deltek's Costpoint cost accounting, InEight cost estimating, and Cobra reporting to manage, control, and report on project schedule and cost performance against a defined Performance Measurement Baseline.

North Wind combines the data created by these systems to construct standard monthly performance reports with applicable schedule, cost, and forecasted project completion performance data, including monthly project activities. In the case of the MERP contract, monthly activity detail may include the number of Owners/Operators contacted, number and location of MCWs evaluated, number of MCWs tested for MEQ, biological or archaeological issues encountered, and details supporting billable hours, such as hours spent on field survey, desktop research, or public meeting coordination/attendance. Prior to submitting the technical report to the Agency within 5 days after the last day of the monthly reporting period, our Program Manager will analyze performance data for warning indicators if the project is trending off-track so that corrective actions can be implemented early enough to remedy the situation.

In addition, the Agency will benefit from North Wind's in-house Technical Publications Department to support the preparation of high-quality deliverables such as the monthly technical progress reports and detailed financial reports. Our experience with numerous federal and state agencies has given us the expertise to generate high-quality reports with technical defensibility, conciseness, substance, and style while working hand-in-hand with client reviewers to ensure prompt review and approval of project submittals. We have skilled staff, in-house production capabilities, and State-specific document experience necessary to achieve this objective.

Under North Wind's rigorous QA processes, we will submit high-quality project deliverables that meet the State's expectations. Every deliverable will be prepared by subject matter experts and reviewed by independent technical reviewers and editors prior to submittal. We will use our document production team, which includes technical editing and formatting experts, to publish the final documents and ensure compliance with the State's requirements.

##### **3.1.2 Financial Reporting**

Similarly, the State will benefit from North Wind's sophisticated cost-accounting system for detailed and accurate financial reporting. North Wind's Defense Contract Audit Agency (DCAA)-approved accounting system is considered top-tier in the industry. North Wind's finance and accounting department employs 24 corporate accountants, billing clerks, financial analysts, payroll specialists/administrators, and managers. They are trained in North Wind accounting guides and attendant accounting policies, procedures, and forms including cost allowability, credit card agreements, and business expenses.

Our accounting system has at its core Deltek's Costpoint, an accounting/project cost computer software system. Costpoint was developed specifically for, and is used extensively by, government contractors for recording and cumulating costs on cost-plus, time-and-materials, and firm-fixed-price contracts. Our strict internal controls ensure accurate reporting of incurred costs in the following Costpoint modules:

- Accounting: general ledger, accounts payable, accounts receivable, and cash management
- Projects: project setup, project budgeting, cost and revenue processing, billing, and inter-company work orders
- People: employee setup, labor, leave, payroll, and benefits

To record labor hours, North Wind uses Deltek's Time and Expense computer software, an electronic timekeeping system developed for government contractors. These systems, policies, procedures, and internal controls function together to ensure that our clients are appropriately billed for all allowable direct and indirect contract costs.

For the MERP contract, in addition to providing the requisite detail of billable hours, number of wells evaluated, number of wells pre-tested for methane, and other pertinent metrics, North Wind will provide a monthly spent-to-date value and track the remaining contract value to assure that spending aligns with the State's budget.

### **3.2 Attendance at CBC Meetings (RFP 4.2.2.2)**

North Wind staff routinely attend virtual meetings on Zoom, Teams, and other platforms. Our in-house IT Department ensures that every employee has the necessary connectivity to access virtual meeting platforms on their desktop, laptop, tablet, or smartphone in the office, in the field, or at home. North Wind's Program Manager and Project Manager will confirm scheduling arrangements to ensure that all key staff are available to attend CBC meetings either virtually or in person and will record meeting attendance in our monthly reports to the Agency. North Wind has accounted for travel costs associated with meeting attendance in Line Item 1 of our cost proposal.





## 4.0 QUALIFICATIONS AND EXPERIENCE



4.0 QUALIFICATIONS AND EXPERIENCE



#### **4.0 QUALIFICATIONS AND EXPERIENCE (RFP 4.3)**

As noted in the introduction to this proposal, North Wind has been awarded 13 P&A well contracts in 8 different states and has closed more than 110 wells. All projects have included site assessments/access, coordination with the landowner and customer, P&A design and execution, and site remediation/ reclamation. We also arranged for methane testing when required.

Our P&A experience includes our recent \$2.5M prime contract with the State of West Virginia for Multi-Well Federal Plugging in Region VIII. This project covered a vast area encompassing 39 counties, within which we successfully identified and prioritized 20 wells located on public lands, including wildlife management areas, state forests, state parks, and county parks. North Wind performed well location, identification, inspection, evaluation, and prioritization as well as permitting, plugging, progress reporting, and reclamation. Our work has given North Wind a firsthand understanding of the State's oil and gas market, geography and terrain, and laws and regulations.

Based on our experience, we have developed a streamlined staffing plan that capitalizes on the experience and strengths of many of the same North Wind personnel who have performed on other P&A contracts. Our proposed organization chart for the MERP contract is presented in Figure 9.

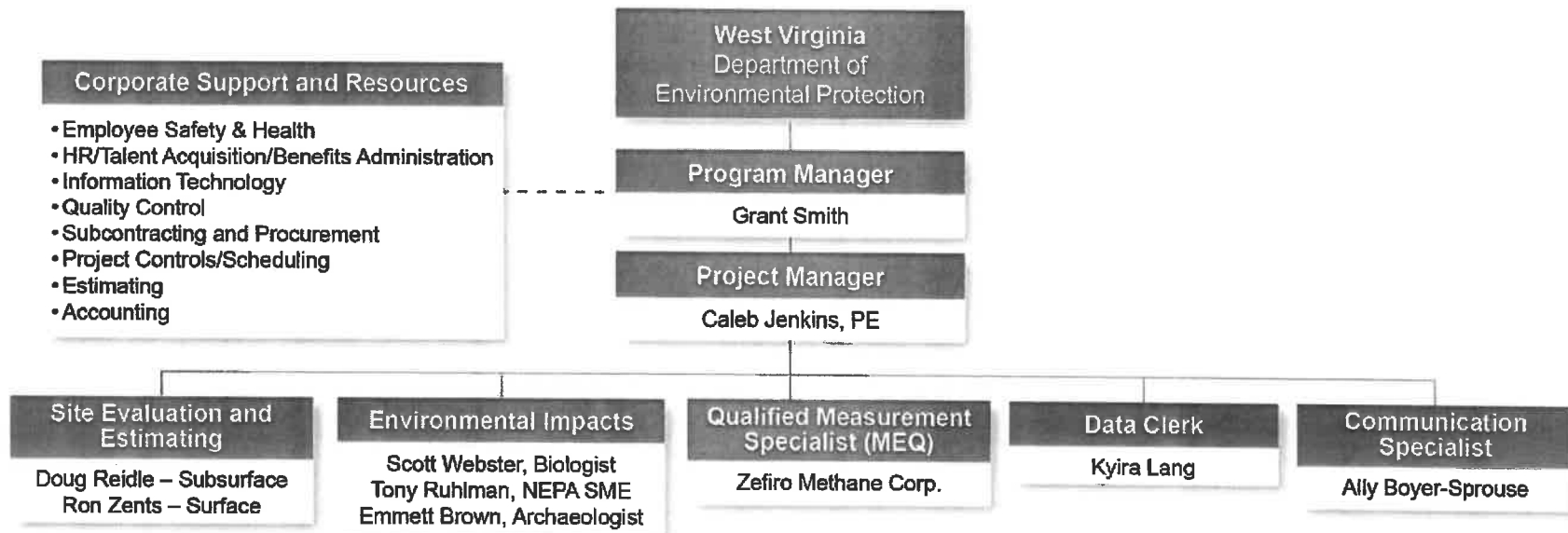


Figure 9. Project organization chart

## 4.1 Qualification and Experience Information (RFP 4.3.1)

### 4.1.1 Oil and Gas Industry Project Management Experience (RFP 4.3.1.1)

#### Oil and Gas Plugging

As noted above, North Wind has provided project management for well P&A services to the states of West Virginia, Montana, and New York as well as for the Bureau of Land Management and National Park Service, among others. Our full-service project management services include robust safety, quality, and regulatory-compliance components. Below are recent examples of similar well P&A projects North Wind has performed within the previous 5 years:

1. MULTI-Well FEDERAL PLUGGING CONTRACT REGION VIII (8)			
Client	West Virginia Department of Environmental Protection, Office of Oil and Gas	Location of Services	West Virginia
Client Contact	H. Jason Harmon, PhD, Deputy Chief, <a href="mailto:henry.j.harmon@wv.gov">henry.j.harmon@wv.gov</a>	Dates of Services	01/05/2023-03/06/2024
North Wind Project Manager	Greg Hunt, <a href="mailto:greg.hunt@northwindgrp.com">greg.hunt@northwindgrp.com</a>	Value	\$2,518,556
Project Goals and Objectives: Provide all equipment, materials, labor, and related professional services (including field oversight) to effectuate the permanent plugging of a specified number of documented or undocumented orphaned, abandoned oil and/or natural gas wells located within a defined geographic region.			

**Description of Services Provided:** North Wind was awarded a Fixed Unit Price contract to perform plugging services for 20 wells in the State's designated Region 8. Region 8 covered public lands in 39 counties and 20 Wildlife Management Areas, State Forests, State Parks, or County Parks. Our services included the following:

- Well location, identification, inspection, evaluation, and prioritization
- Permitting
- Well plugging
- Monthly progress reporting
- Reclamation and revegetation of wellsite and access road

North Wind first conducted a complete pre-plugging inspection of each wellsite that included researching the candidate well, verifying its existence on the ground, qualitatively and/or quantitatively evaluating the well and wellsite for potential contamination, and scoring the well against a standardized well ranking system regarding the threat posed to human and health and safety. North Wind then identified and obtained necessary federal, State, and local permits.

North Wind performed all field work necessary to mobilize equipment and personnel to the wellsite, access the well (including road construction, if necessary), prepare the well location for plugging, permanently plug the well in accordance with the terms of the issued well plugging permit and all applicable rules and regulations, and demobilize equipment from the location.

During the course of our field work, we ensured that well plugging rig and equipment was in sound working order and that field workers were trained in safe operating procedures. Our team adhered to all applicable federal and state safety standards and regulations, including the WV State Contract Work Hours and Safety Standards Act.

North Wind plugged wells in accordance with WV State Codes that generally consist of the following procedural stages: establishment of well control, well cleanout, removal of free pipe, cement plug setting, and monument

installation. North Wind performed follow-up analytical sampling and inspection to confirm the elimination of environmental contaminants. After plugging was completed at each well site, North Wind submitted Affidavit of Plugging and Filling Well to the State as the record of completion. As a final step, North Wind performed reclamation consisting of wellsite reclamation, access road reclamation, and revegetation.

## 2. OIL/GAS WELL PLUGGING, CUYAHOGA VALLEY NATIONAL PARK AND NEW RIVER GORGE NATIONAL PARK & PRESERVE

Client	National Park Service	Location of Services	Ohio and West Virginia
Client Contact	Anne K. LaPorta, anne_laporta@nps.gov	Dates of Services	03/10/2023-02/17/2024
North Wind Project Manager	Greg Hunt, greg.hunt@northwindgrp.com	Value	\$1,272,112

**Project Goals and Objectives:** *Plug 3 orphaned oil and gas wells and perform associated surface reclamation.*

**Description of Services Provided:** North Wind was awarded a firm-fixed price contract by the NPS to plug 2 abandoned oil and gas wells in the State of Ohio and 1 abandoned well in the State of West Virginia that were located on National Park Service (NPS) lands. North Wind's scope of work included the following:

- Significant coordination with state permitting agencies
- Compliance with state and Federal requirements
- Coordination with adjacent landowners for access
- Access improvements to remove overgrowth, downed trees, and other poor conditions
- Heavy equipment for earthwork
- Tree clearing to ensure protected bat species would not be impacted
- Archeological protection
- Wellhead removal
- Well plugging
- Transportation and offsite disposal of wastes including wellhead, surface piping, separator, meter station, fluid, and all trash related to well operation
- Emergency spill response measures
- Site restoration including recontouring/regrading, decompaction, and reseeding/revegetating 0.5-acre site areas and access roads

North Wind provided a project management team including a program manager, project manager, site superintendents for OH and WV, site health and safety officer, quality control manager, rig crews, civil crews, heavy equipment operators, and laborers. We prepared and obtained approval from NPS for a project-specific Accident Prevention Plan to protect worker safety and health. The North Wind team performed site investigation, provided equipment, obtained necessary permits, developed work plans, performed site work, conducted weekly project meetings, and submitted daily reports as well as a final report for both project locations.

During rig operations, North Wind provided additional supervision to ensure the abandonment scope was executed appropriately, including conducting routine pre-job safety meetings and reviewing daily tour reports (driller's logs). All rig activity supervisors were trained in workover well control. All blow down and flare lines were double-staked and ringed with special emphasis on assuring that air/fire risks are predetermined and managed. Strict stop-work procedures will be in place throughout each well plugging and reclamation project. North Wind mandated strict adherence to lockout/tagout, confined space, trenching/shoring, hot work permits, block and bleed, and air monitoring.

On the government's final Contractor Performance Assessment Reporting (CPAR) for this contract, issued in April 2024, North Wind received the following ratings:

Evaluation Area	Rating
Quality	Very Good
Schedule	Exceptional
Cost Control	Satisfactory
Management	Exceptional
Regulatory Compliance	Very Good

Anne LaPorta, Contracting Officer, commented, "The Contractor provided very good to exceptional service in the performance of the Contract. They were professional and it was a pleasure to work with them."

### 3. PLUG AND RESTORE ABANDONED GAS WELL SITES

Client	State of New York Office of General Services (OGS)	Location of Services	New York (3 regions)
Client Contact	Kurt Arnold, kurt.arnold@ogs.ny.gov	Dates of Services	11/07/2022-11/06/2025
North Wind Project Manager	Greg Hunt, greg.hunt@northwindgrp.com	Value	\$17,350,000 (combined total for all regions)

**Project Goals and Objectives:** *Perform construction work to properly plug and restore abandoned gas well sites.*

**Description of Services Provided:** North Wind was awarded 3 separate fixed-unit-price contracts by the state of New York to perform P&A of wells in the Central, Southern Tier, and Western regions. Our scope of work includes the following tasks:

- Perform site inspections to determine site-specific level of effort
- Provide the state with inspection results in a mandated format
- Modify the preliminary cost estimate based on inspection results
- Clear an access road and the well pad
- Locate utilities
- Mobilize drill rig and support equipment to the well site
- Establish traffic maintenance and protection
- Prepare and condition the well
- Conduct wireline services
- Plug well
- Remove equipment and debris
- Arrange for disposal of hazardous and non-hazardous solids, soils, or liquids
- Restore the site
- Submit Well Closure Report

For each work order issued under these contracts, North Wind provides a site-specific Safety Plan. Other required submittals include a detailed cost estimate, work plan, and Critical Path Method (CPM) schedule. In addition, for each well, North Wind prepares a package that includes shop drawings, product data, samples, quality control documentation, and closeout documentation. Submittals are uploaded to a web-based collaboration service, called Submittal Exchange, that is hosted by the NYOSG. North Wind holds initial and biweekly project meetings, including a designated pre-installation meeting, for each project.

In the performance of work, North Wind complies with federal and state regulations governing water protection including Section 404 of the Clean Water Act relating to impact to waters of the United States, includes

jurisdictional Federal Wetland; Section 401 of the Clean Water Act, Water Quality Certification; and NYSDEC Article 15, Protection of Waters, among others. North Wind also complies with all codes and standards governing the safety of personnel and protection of property, including OSHA regulations and the New York State Uniform Fire Prevention and Building Code. North Wind complies with the 2020 Energy Conservation Construction Code of New York State.

North Wind is responsible to obtain permits including OGS-issued Construction Permits and permits issued by NYSDEC. We also are required to obtain a New York Board of Fire Underwriters inspection and certificate. North Wind submits a Stormwater Pollution Prevention Plan (SWPPP) Contractor Certification Statement to the state prior to commencing work for any anticipated earth disturbances that may be caused by site work.

#### 4. CLEANING OUT AND PLUGGING NINETEEN ORPHAN GAS WELLS

Client	Commonwealth of Pennsylvania Department of Environmental Protection	Location of Services	Clarion and Forest Counties, PA
Client Contact	Bill Walsh, wiwalsh@pa.gov	Dates of Services	05/22/23-10/07/2024
North Wind Project Manager	Greg Hunt, greg.hunt@northwindgrp.com	Value	\$2,934,808

**Project Goals and Objectives:** *Clean and plug wells, excavate well heads, and remove equipment.*

**Description of Services Provided:** North Wind received a lump-sum contract from the Commonwealth of Pennsylvania to clean out and plug 19 orphan gas wells. Our scope of services included the following tasks:

- Prepare well for plugging including mobilizing equipment, implementing erosion and sedimentation controls, and constructing and maintaining access roads and well pads
- Determine the location of utility lines and rights-of-way
- Consult with representatives of the PA Department of Conservation and Natural Resources (DCNR) to address any initial concerns and ensure continuous and open communication with DCNR
- Collect and store liquid and solid wastes generated during the course of work and segregate for either recycle/reuse or offsite transportation and disposal, based on the results of cost-benefit analyses
- If beneficial, arrange for sale of recovered crude oil or metals and credit proceeds to the state
- Plug well in accordance with applicable PA Codes
- Clean up and remove equipment, supplies, debris, and other material
- Restore site by means of backfilling, grading, reseeding, mulching. All disturbed areas were revegetated to a minimum uniform 70% vegetative cover.

Prior to plugging each well, North Wind notified the Agency Plugging Inspector and submitted a completed Notice of Intention by Well Operator to Plug Wells as required by the state's Oil and Gas Act. After completing well plugging, North Wind submitted a Certificate of Well Plugging.

North Wind prepared submittals including a daily activity log, daily electronic briefing, and project completion report.

North Wind complied with all federal, state, OSHA, and municipal laws, ordinances, orders, codes, rules, and regulations. We supplied Mine Safety and Health Administration (MSHA)-approved safety equipment and devices to all project employees and enforced compliance in their use consistent with accepted practices and applicable rules.

## 5. PLUGGING & ABANDONMENT IDIQ, REGIONS 1 AND 3

Client	Bureau of Land Management	Location of Services	38 states in the Eastern and Western US
Client Contact	Paula Johnson, pjohnson@blm.gov	Dates of Services	04/24/2023-04/24/2028
North Wind Project Manager	Greg Hunt, greg.hunt@northwindgrp.com	Value	\$150,000,000

**Project Goals and Objectives:** Proper plugging and abandoning of orphaned oil and gas wells on Federal lands in accordance with applicable Federal, State, and/or Local regulations or policies.

**Description of Services Provided:** North Wind was awarded 2, 5-year Indefinite Delivery Indefinite Quantity (IDIQ) contracts with a combined, maximum ceiling of \$150,000,000 to perform well plugging and abandonment on Federal lands in 2 geographical regions of the United States. These IDIQ contracts are for Region 1, comprising 23 states in the Eastern US, and Region 3, comprising 10 states in the Western US.

North Wind's scope of work includes site examination and inventory, field sampling and testing, site cleanup, wellbore and well schematics, well plugging design, site accessibility, mobilization and demobilization, and well plugging and abandonment. North Wind provides a program manager, project manager, plugging designer, reclamation/restoration specialist, and site superintendent to manage work performed under firm-fixed-pricing task orders.

The management team prepared IDIQ deliverables including a Site Safety and Health Plan, Environmental Protection Plan, Waste Management Plan, and Quality Control Plan. These plans were developed in full compliance with all Federal, state, and local regulations including the Federal Land Policy and Management Act (FLPMA), Title 43 of the Code of Federal Regulations Part 3160 - Onshore Oil and Gas Operations (43 CFR 3160), Occupational Safety and Health Act (OSHA), Onshore Oil and Gas Order #2 (O.O. #2), Onshore Oil and Gas Order #6 (O.O. #6), Resource Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA).

On an interim CPAR for the IDIQ issued in April 2024, North Wind received "Satisfactory" ratings in the evaluation areas of Quality and Management. Paula Johnson, Contracting Officer, commented, "Contractor provided all IDIQ deliverables and required reports in a timely manner and with satisfactory quality."

North Wind has performed on 3 task orders to date under this IDIQ:

1. Spring Gulch 1-22 Hydrocarbon Well, Colorado, valued at \$239,999 and completed in January 2024
2. Group 1 (12 well sites), Wyoming, valued at \$1,378,472 and scheduled for completion in December 2024
3. Valen Federal #1 Orphan Well, Arizona, valued at \$314,016 and scheduled for completion in April 2025

For all task orders, North Wind performs site accessibility, well plugging and abandonment, disposal of fluids and debris, and site reclamation. North Wind prepares deliverables including a work plan, project schedule, work summaries, daily logs/field notes, and a final report. During the course of site work, North Wind adheres to National Environmental Policy Act (NEPA) requirements regarding the environment and wildlife.

## 6. PLUG AND RECLAIM WELLS, PLENTYWOOD GROUP

Client	State of Montana Department of Natural Resources and Conservation	Location of Services	Daniels, Roosevelt, Sheridan, Wibaux Counties, MT
Client Contact	Ben Jones, bjones@mt.gov	Dates of Services	12/20/2022-09/30/2025

North Wind  
Project  
Manager

Greg Hunt.  
greg.hunt@northwindgrp.com

Value

\$3,317,378

**Project Goals and Objectives:** *Supply equipment and perform services to plug and reclaim wells.*

**Description of Services Provided:** North Wind was awarded a contract by the state of Montana to plug and reclaim 14 wells collectively known as the Plentywood Group.

North Wind's scope of services includes the following tasks:

- Supply equipment and services to plug and reclaim wells
- Adhere to the state's mandated procedure for each well
- Provide daily, itemized cost reports to ensure that each well stays on budget
- Conduct work when the air temperature is above freezing
- Contact landowners for work to be conducted on land with planted crops to arrange a mutually agreeable time for work that does not interfere with harvesting
- Reclaim and reseed each well location using a seed mixture determined in consultation with the landowner, within reason

North Wind complies with applicable sections of the federal Clean Air Act, Federal Water Pollution Control Act, Resources Conservation and Recovery Act (RCRA); Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); National Environmental Policy Act (NEPA); Solid Waste Disposal Act (SWDA); and Clean Air Act and Clean Water Act. As necessary, North Wind assists the state's representatives in complying with NEPA compliance and in preparing Environment Impact Statements or other required environmental documentation.

As noted previously, North Wind's sister environmental companies have experience managing hazardous and radioactive wastes, including NORM/TENORM at demolition sites and mining reclamation sites. Several examples are given below:

CLIENT	PROJECT	VALUE	PERIOD OF PERFORMANCE
US Department of Energy	Moab Uranium Mill Tailings Remediation Action (UMTRA)	\$6.4B	2016-2031
US Army Corps of Engineers	Luckey Formerly Utilized Sites Remediation Action Program (FUSRAP)	\$172M	2015-2025
Idaho Department of Environmental Quality / Coeur d'Alene Trust	Bunker Hill Remedial Services	\$16M	2008-2022
Bureau of Land Management	Bonita Peak Mining District Abandoned Land Mines HAZMAT Construction CERCLA Interim Response Action	\$557K	2021-2022
US Forest Service	Riley Pass Uranium Mine Reclamation Project	\$18.4M	2016-2020



## Safety

North Wind offers the State a low-risk contractor in full compliance with all federal, state, and local safety standards. Our exemplary safety record is demonstrated by more than 25 years of safe operation, a below-industry standard Experience Modification Rate (EMR) of 0.78, and safety awards from federal agencies and the National Safety Council.

Our mature, corporate Health and Safety Program strives for zero-incident performance and promotes continuous improvement with standard operating procedures that address potential hazards, near-miss reporting and review, monthly all-hands safety briefings, and a company-wide network of safety specialists.

For each project, North Wind implements a tailored Site Safety Plan that incorporates an Accident Prevention Plan (APP) and Activity Hazard Analyses (AHAs) for work practices at all levels, including subcontractors, to protect the health and safety of workers and the public. Site Safety Plans are developed in compliance with OSHA 29 CFR 1926 and are submitted to our clients for approval. All standard protocols for mobilization, demobilization, and construction work are observed and directed on project sites by the Project Manager, Superintendent, Quality Control Manager, and/or Site Safety and Health Officer, depending on the project's size and complexity. For example, North Wind would ensure that any new access road that we construct complies with the corresponding Federal and state agencies' road and safety standards.

Project personnel are required to observe and adhere to site safety program requirements while on site. Before beginning work at a project site, all employees, including subcontractors, participate in site-specific orientation and safety training. Supplemental safety training sessions are held as needed, and weekly prework/plan-of-the-day safety meetings are conducted throughout the duration of the project, with an emphasis placed on AHAs for current work. In addition to daily safety meetings, the APP and AHAs are distributed to all project personnel and made available at the job site.

We also protect worker safety and site integrity by monitoring weather conditions affecting project sites and taking appropriate precautionary measures to protect personnel and equipment against exposure to extreme cold or heat. North Wind's Site Safety and Health Plans include evacuation plans for flooding, wildfires, and dangerous precipitation or wind velocity. Rain or snow can affect the efficiency and safety of civil crews and wind can affect rig operations when pulling pipe, blowing down wells, or seeding. When operations are conducted in remote areas during cold weather, North Wind provides warming stations for field crews.

We emphasize management assessments and walkarounds. We also emphasize to all project personnel every day that safety is each and every person's responsibility. We empower our employees and subcontractors with Stop-Work Authority. Project staff are trained how to

### LOW-RISK

*North Wind's low  
EMR of 0.78  
demonstrates our  
effective safety  
culture.*

observe performance for both deficiencies and proficiencies. Deficiencies are tracked until corrective actions are implemented to improve trends.

### **Water and Mining Laws**

Our Program Manager and Project Manager will ensure that all wells and sites assessed are evaluated for regulatory governance. If water or mining laws or other laws are identified as being germane to the nomination or evaluation of MCWs for plugging, our project management personnel will consult with North Wind's in-house regulatory experts to fully and appropriately account for their potential impacts. As noted, North Wind has access to in-house environmental professionals with special expertise in performing regulatory reviews, risk assessments, and environmental modeling, sampling and analysis, and screening. In addition, North Wind's project team includes SMEs in environmental and biological assessments, whose desktop research will include reviews of applicable laws and regulations. In this way, North Wind will ensure that all pertinent laws governing the MCWs are recognized.

### **Public Meetings**

North Wind regularly organizes and facilitates public meetings on behalf of or in collaboration with our clients. Our services include coordinating press releases or advertising with local media or community boards, securing appropriate venues, preparing agendas and materials, sourcing subject matter experts, leading the meetings, addressing public inquiries, documenting discussions, and following up on action items. Our project managers benefit from North Wind's comprehensive in-house Communications Department, which supports the creation of presentations, handouts, and other materials. We typically organize around 20 public meetings annually for our environmental and industrial reclamation projects.

As an example, on a long-running project for the US Department of Energy (DOE) where we perform environmental monitoring, deactivation and decommissioning, and other services at the Energy Technology Engineering Center (ETEC) in Santa Susana, CA, North Wind recently supported DOE by developing a public meeting presentation, coordinating a visit by a well-known YouTube personality to the ETEC site, and representing the DOE at a local street fair, where we helped educate the public about the history of the ETEC site.

The public events at ETEC were coordinated by *Alyssa Boyer-Sprouse, a Public Relations Manager* in the North Wind Group's Communications Department. Ms. Boyer-Sprouse will serve as the Communication Specialist on the MERP contract, with responsibility for coordinating public meetings as well as other communication and outreach activities. Her resume is provided in Attachment 3 to this proposal.

Public meetings will be held in locations near targeted areas to provide reasonable access to potentially interested communities and stakeholders. Locations will be compliant with the Americans with Disabilities Act and local laws and ordinances. Language translation services and accommodations for the hearing impaired will be available upon request. Virtual access to the meeting via Zoom or another hosting platform will be offered for those who cannot attend in person.

Ms. Boyer-Sprouse will prepare public service announcements (PSAs) and news releases and

distribute them to public websites operated by the State, community, and civic organizations and to local media outlets. PSAs will also be sent via mass electronic mailing to an email list developed by North Wind and the Agency. PSAs and press releases will be sent at least 15 days prior to the scheduled meeting time.

A typical format for a town hall meeting is an open-house for which attendees do not have to RSVP. Agendas typically include an explanation the program and its goals, the process by which stakeholders can become involved, and a question-and-answer period. Meetings will be recorded. All information presented such as handouts and forms will be posted to the MERP website hosted by the Agency or North Wind, along with a contact for more information and links to sign up for more information and submit comments or questions. An example of a timeline for coordinating a public meeting is show in Figure 10:

TASK	TARGET DATE
Arrange for Public Meeting Facility	March 28, 2025
Distribute PSA and Press Release	May 15, 2025
Draft Public Meeting Materials	May 9, 2025
Review Draft Public Meeting Materials	May 12-14, 2025
Draft Final Public Meeting Materials	May 16, 2025
Review Draft Final Public Meeting Materials	May 26-28, 2025
Final Public Meeting Materials	May 23, 2025
Host Public Meeting (in-person and virtual)	May 30, 2025
Public Meeting Summary Statistics	June 2, 2025
Post Public Meeting Materials to Website	June 4, 2025

Figure 10. Example timeline for coordinating a public meeting

#### 4.1.2 Earth Disturbances (RFP 4.3.1.2)

North Wind and its sister companies in the environmental and construction fields routinely manage projects involving earth disturbances. To complement these services, the North Wind Group has companies dedicated to environmental and resource consulting. For example, a biologist from North Wind Environmental Consulting Services recently performed a wetland delineation for another North Wind Group company, North Wind Portage, who is the prime contractor on a remedial action project for the US Department of Energy at a uranium mine in Utah. Similarly, archeologists from North Wind Archaeological Research & Historical Preservation have performed cultural resources studies on several demolition and construction contracts primed by North Wind Construction Services.

These services are arranged through formal intercompany agreements and the North Wind Group prime contracting entity's project manager coordinates these specialty services by ensuring that sufficient time for their activities is included in project schedules, that their recommendations are incorporated into work plans and operations, and that their inputs are captured in reports and other deliverables.

The North Wind Group currently has approximately 150 full-time personnel with degrees in fields relevant to ESA and NHPA reviews, as enumerated in Figure 11, below:

FIELD OF STUDY	NUMBER OF DEGREED PERSONNEL (AA, BA, MA, OR PHD)
Biology	53
Natural Resources	2
Environmental Science	42
Wildlife Studies	5
History	8
Anthropology	26
Archaeology	11*
Architecture	4

*\*Includes 5 Registered Professional Archaeologists*

Figure 11. North Wind Group personnel with advanced degrees in relevant fields

North Wind will draw upon the expertise of these companies to provide appropriately credentialed professional to perform environmental and archaeological/historical/cultural studies on this MERP administration contract.

### ESA Reviews

As noted in Figure 11, above, North Wind currently has 151 full-time staff members who have degrees in biology, environmental science, national resources, and wildlife toxicology. We have identified 2 of these staff members to address ESA and NEPA requirements on this project: *Scott Webster, Senior Biologist, and Tony Ruhlman, NEPA Subject Matter Expert (SME)*. Their resumes are provided in Attachment 3.

Mr. Webster is a degreed biologist with 23 years of professional experience in wildlife, vegetation, and wetland studies. He has conducted biological assessments (BA) studies throughout the US, all of which required review of potential impacts on federally listed species protected under the ESA and preparation of documents required for Section 7 consultation. These have included more than 70 projects such as, most recently, a wild and scenic river study of the Blackfoot River and the Bear River in southeast Idaho for the US Bureau of Land Management (BLM). He also has conducted BA for the installation of bridges, powerlines, pipelines, and fiber-optic systems and ski resort expansion in numerous western states for federal and state agencies and private clients. He completed individual BA/Biological Evaluations (BE) and conducted formal consultation on 4 bridges being replaced by the Idaho Transportation Department where ESA-listed fish species were impacted.

Mr. Webster has been involved with 3 leases on public lands for oil and gas sales and on more than 30 BLM grazing allotment renewals on public lands in Arizona and Utah, which required the assessment of potential impact to ESA-listed species. He also has conducted BAs for ESA-listed species associated with a timber salvage project for the USFS and for community-at-risk

wild and urban-land interface projects for the BLM.

Mr. Webster has been involved with preparing documentation associated with the sale of multiple parcels of public lands managed by the BLM to private individuals. During his 22-year tenure with North Wind, he has performed multiple noxious and invasive weed surveys for federal agencies on military installations, wildlife refuges, and public lands. He helped conduct surveys of mesquite bosques to identify important wildlife habitat at Yuma Proving Grounds in Arizona for the Department of Defense. He has been involved with data collection for the National Rangeland Inventory (NRI) for the USDA National Resources Conservation Service (NRCS) for over 8 years in the states of Nevada, Utah, Arizona, and Wyoming. In addition, Mr. Webster has provided technical support to North Wind's Cultural Resources Group on more than 50 field surveys.

Tony Ruhlman, our proposed NEPA SME, has bachelor's and master's degrees in Biology. His fields of expertise include NEPA analysis and documentation, TES surveys and Section 7 consultation, natural resource assessments and management plans, environmental baseline surveys, Section 404 permitting, and wetland delineation/assessment. For nearly 30 years, Mr. Ruhlman has managed and served as lead author/analyst for NEPA documents across the US. He has successfully completed ESAs for the Army, Air Force, Natural Resources Conservation Service (throughout Pennsylvania), US Forest Service (South Carolina), Georgia Army National Guard, National Parks Service, and Department of Justice (DOJ) with a geographic range extending from interior Alaska to St. Croix, US Virgin Islands. His NEPA and ESA work for the DOJ has been conducted at the FBI's Redstone Arsenal campus in northern Alabama.

At Joint Base Charleston in South Carolina, Mr. Ruhlman managed a major, 5-year update to base's Integrated Natural Resources Management Plan. He also managed and served as lead field investigator for a base-wide wetland delineation, animal survey (birds, mammals, reptiles, amphibians), invasive species survey and management plan, wetland protection plan, migratory bird management plan, rare species surveys, and deer census.

Also in South Carolina, Mr. Ruhlman led a study that included sensitive species surveys, invasive species surveys, and natural community mapping for The Nature Conservancy's Blue Wall Preserve. The report included management recommendations for invasive species, maintenance and improvement of natural communities, and an assessment of the impacts of public use of the tract.

In addition to managing and conducting field investigations, Mr. Ruhlman has extensive experience transforming field data into natural resource management plans, Section 404 permits and mitigation plans, ecological assessments, and habitat restoration plans. Efficient implementation of these types of plans is vital, and Mr. Ruhlman performs turnkey management including gathering and interpreting field data, preparing necessary documentation, implementing plans, and conducting ongoing monitoring to ensure project success.

Under the direction of Mr. Webster and Mr. Ruhlman, North Wind will adhere to standard, accepted protocols for ESA analysis and document preparation, including right-of-way,

biological, and environmental analyses of the proposed well closure's impact on the applicable buffer zones identified by the client. The team will compile information gathered during biological surveys, botanical surveys, and special status wildlife surveys. In some cases, these surveys may have been previously performed by the state or another entity, and that information will be analyzed and included in the document. In cases where information for the special status wildlife species is not present or is insufficient to make a determination of potential impacts to ESA-listed species, the team will perform the required field investigations.

### **NHPA Reviews**

As noted in Figure 11, above, North Wind currently has 23 full-time staff members who have degrees in history, architecture, or archaeology, including 5 Registered Professional Archaeologists (RPAs.)

For this contract, *Emmett Brown, RPA, PhD/ABD, Anthropology*, will perform NHPA reviews. His full resume is provided in Attachment 3. Mr. Brown has 26 years of archaeological experience providing cultural resources, agency consultation, environmental planning, NEPA documentation, Phase I surveys, Phase II testing, and Phase III mitigation. He has served as a senior archaeologist, principal investigator, project manager, and field director on projects throughout the Mid-Atlantic, Midwestern and Southeastern US on projects for universities, state departments of transportation, federal agencies, military bases, private land developers, energy, and retail establishments. Mr. Brown has up-to-date knowledge of state and federal laws including Section 106, NEPA, NUREG 1555 and Combined Operating License (Nuclear Regulatory Commission), and Federal Energy Regulatory Commission (FERC).

Mr. Brown has prior work experience as a cultural resource specialist in West Virginia, where he served as Task Manager/Principal Investigator, Field Director, Report Author, or Field Archaeologist for several Phase 1 Archeological Surveys on projects for the West Virginia Department of Transportation as an employee of Michael Baker Corporation. He also served as Project Manager for a Phase I Cultural Resources Survey at the 26-acre John Henry State Park in Talcott, WV. While residing and working in West Virginia, Mr. Brown presented several papers on state-specific archaeology topics to the West Virginia Council of Archaeologists, West Virginia Society of Archeology, and the Mid-South Archaeological Conference.

From his prior work experience in the State, Mr. Brown retains contacts within the WV State Historic Preservation Office that will help expedite his work on this project.

Mr. Brown will confer and collaborate with Mr. Webster and Mr. Ruhlman to present a comprehensive program that clearly and accurately defines project Areas of Concern, Action Areas, and Areas of Potential Effects and to implement the specific tools the team will use to identify and review endangered species and areas of historic or cultural significance, including ancestral tribal lands.

#### **4.1.3 Qualified Measurement Specialists (RFP 4.3.1.3)**

All Zefiro field personnel meet or exceed the following requirements:

- Safety training including, but not limited to, H2S, OSHA40, and HAZWOPER

- Minimum 20 hours field training on specified equipment by equipment manufacturers and/or distributors
- Minimum 480 hours field experience in screening, measurement, and quantification in accordance with US DOE National Energy Technology Laboratory (NETL) standards

Attachment 3 of this proposal includes a resume and certification for Scott Motter, a Zefiro Qualified Measurement Specialist (QMS), as an example of the qualifications of a field technician who would be assigned to this project. Mr. Motter is an environmental professional with more than 20 years of experience in oil and gas inspection, regulatory compliance, methane leak detection, and well management.

As a Field Supervisor for Zefiro, he locates and inspects orphaned wells for methane leaks, quantifies methane leakage rates, collaborates with public and private stakeholders, helps generate carbon credits, and assists in developing approaches to plugging high-priority leaking wells. Prior to joining the staff of Zefiro in 2023, Mr. Motter was an oil and gas inspector and regulator with the Pennsylvania Department of Environmental Protection for 14 years. He is a veteran of the US Air Force.

## **4.2 Mandatory Qualifications/Experience Requirements (RFP 4.3.2)**

### **4.2.1 No Conflict of Interest (RFP 4.3.2.1)**

As a professional services provider, North Wind offers the State an independent, objective prime contractor with no industry ties that would present a conflict of interest. Further, North Wind has no ownership or stock in any well-plugging rig company. Our independence ensures our unbiased administration of the State's program and grant funds.

### **4.2.2 Capability to Perform as Well Plugging Vendor (RFP 4.3.2.2)**

As a full-service company, North Wind offers the State a holistic program to nominate, prioritize, and ultimately plug and abandon selected wells. As noted elsewhere in this proposal, the State benefits from contracting with a North Wind Group company that can draw upon the technical resources of sister companies under the same parent.

In addition, as described previously, North Wind's stellar corporate talent acquisition and training department and robust subcontracting/procurement department will help ensure that we have the personnel, tools, and resources needed to successfully complete this administrative project as well as the eventual P&A that will be the end result of this program.

Finally, based on the State's and North Wind's satisfaction with R & J Well Service, Inc., who served as the P&A subcontractor for North Wind's recent contract for Multi-Well Federal Plugging in Region VIII, North Wind would retain R & J to perform the same services on any future plugging contract. Having an existing relationship with a key subcontractor will enable North Wind to quickly and capably assume the role of prime contractor for well plugging in the State.

## ATTACHMENT A

### DEP OOG - MERP Administration

Item	Description	Unit of Measure	*Estimated Qty	Unit Cost	Extended Cost
1	Well Nomination, Prioritization	HR.		\$255.00	
2	Methane Emissions Quantification (MEQ) Testing (Per Well)	EA.		\$1,155.00	
3	Permitting (report per well)	EA.		\$400.00	
<b>TOTAL COST</b>					

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