

COST PROPOSAL

# METHANE EMISSION QUANTIFICATION

## CRFP 0313 – DEP2500000001

West Virginia Department of Environmental  
Protection  
Office of Oil and Gas

**Vendor: Parsons Environment & Infrastructure, Inc.**  
**Contact: Tom Drachenberg**  
**301 Plainfield Road, Suite #350**  
**Syracuse, NY 13212**  
**315-552-9688**  
**Thomas.Drachenberg@parsons.com**  
**Fax: 315-552-9780**



**Vendor Signature:**  
**Date: August 15, 2024**

Original

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# METHANE EMISSION QUANTIFICATION COST PROPOSAL

Parsons Environment & Infrastructure, Inc. (Parsons) is pleased to present this proposal to the West Virginia Department of Environmental Protection, Office of Oil and Gas (WVDEP-OOG) for methane detection and quantification services. We've structured our proposal around the requirements contained within Request for Proposal #0313-DEP2500000001 (RFP).

## GOALS AND OBJECTIVES

As provided in the RFP, WVDEP-OOG is seeking methane emissions quantification services for orphan well sites. These services include quantification of methane emissions rates from 200 sites prior to plugging operations, quantification of methane emissions rates from 200 sites after plugging operations, and screening of 200 orphan well sites for potential methane emissions. **Table 1** below and **Attachment A** present the per unit cost for each site type.

**Table 1 - Unit and extended cost for screening and measuring methane emissions at orphan well sites.**

Methane Emission Quantification					
Item	Description	Unit of Measure	*Estimated Qty	Unit Cost	Extended Cost
	<b>Database Costs</b>				
1	4.2.1.1 Measure pre-plugging methane emissions	EA	200	\$895	\$179,000
2	4.2.1.2 Measure post-plugging methane emissions	EA	200	\$895	\$179,000
3	4.2.1.3 Screen wells for methane emissions	EA	200	\$630	\$126,000

Parsons estimates this program will require approximately 111 field days to complete at a total program cost of \$484,000 based upon the below stated assumptions and clarifications.

### COST SAVINGS PROPOSITION:

In the event that a successful well plug mitigates any identified pre-plugging leaks, and no methane is detected above background using the RMLD-CS during execution of item 2 (4.2.1.2 Measure post-plugging methane emissions), and the client does not require confirmation of post-plugging non-detect status with the HI-FLOW 2, then the client will be charged for item 3 (4.2.1.3 Screen wells for methane emissions). Assuming 100% of plugs successfully prevent fugitive methane emissions, this would result in a **cost savings of \$53,000 for WVDEP, bringing the total project cost down to \$431,000.**

### ASSUMPTIONS AND CLARIFICATIONS:

1. This cost estimate is based on Parsons' methane monitoring procedures and 2024 pricing.
2. The information in this cost estimate is based on the information provided in the RFP documents and covers the screening of 200 orphan well sites for methane emissions, measuring pre-plugging methane emissions of 200 orphan well sites, and measuring post-plugging methane emissions of 200 orphan well sites.
3. All site screening and methane emissions quantification will be done in compliance with USEPA Method 21 and the US Department of Interior Guidelines in the 2023 document, "Assessing Methane Emissions from Orphaned Wells to Meet Reporting Requirements of the 2021 Infrastructure Investment and Jobs Act: Methane Measurement Guidelines" (BIL Guidelines) including the process/workflow, equipment, and reporting requirements.
4. Assumes 4.2.1.1 Measure pre-plugging methane emissions site unit will be billed on sites where one or more leaks are detected and requires leak rate quantification.
5. Assumes 4.2.1.2 Measure post-plugging methane emissions site unit will be billed on sites where one or more leaks are detected and requires leak rate quantification and/or where HI-FLOW 2 data is required to confirm well is static with no remaining leaks present. If the agency does not require HI-FLOW 2 data for post-plugging confirmation and only confirmation screening is necessary, the 4.2.1.3 site unit cost would be applied, saving the agency an estimated \$57,000 (assuming all plugs are successful fugitive methane leaks).
6. Assumes 4.2.1.3 Screen wells for methane emissions site unit will be billed on sites where no leaks were detected with the RMLD-CS and does not require confirmatory HI-FLOW 2 data.
7. Assumes that WVDEP-OOG will be responsible for private property access agreements and landowner correspondence.
8. Assumes that sites are directly accessible by a four-wheel drive highway-capable vehicle.
9. Assumes that WVDEP-OOG will provide a complete queue of sites for methane screening & quantification at project kick-off allowing for efficient regional logistics that minimalizes mobilization times between sites.
10. This cost proposal is based on maximum 15-minute mobilization time between sites.

11. This proposal assumes an average site screening rate of eight sites (well and small facility) per day and does not account for weather-related delays.
12. This proposal assumes an average methane leak quantification rate of five sites (well and small facility) per day and does not account for weather-related delays.
13. This proposal does not include subsurface methane migration studies.
14. This proposal includes duplicate measurements and documentation of 5% of sites for QA/QC purposes in accordance with the BIL Guidelines.
15. This cost estimate assumes all field work will be outside the feasible operating radius of Parsons' Cincinnati office and includes crew per diem.
16. 4.2.1.1 Measure pre-plugging methane emissions site unit includes: Qualified Measurement Specialist, Sampling Technician, 4X4 field vehicle, RMLD-CS, SEMTEK HI-FLOW 2, 5-gas meter, H2S badge meters, portable weather station, necessary supplies, and data collection tablet mobilized to each requested well site to perform BIL Guideline-compliant methane leak detection and leak rate quantifications of each discovered leak. Deliverables include digital site report and master site emissions result databasing.
17. 4.2.1.2 Measure post-plugging methane emissions site unit includes: Qualified Measurement Specialist, Sampling Technician, 4X4 field vehicle, RMLD-CS, SEMTEK HI-FLOW 2, 5-gas meter, H2S badge meters, necessary supplies, and data collection tablet mobilized to each requested well site to perform BIL Guideline-compliant methane leak detection and leak rate quantifications of each discovered leak. Deliverables include digital site report and master site emissions result databasing.
18. 4.2.1.3 Screen wells for methane emissions site unit includes: Qualified Measurement Specialist, Sampling Technician, 4X4 field vehicle, RMLD-CS, 5-gas meter, H2S badge meters, necessary supplies, and data collection tablet mobilized to each requested well site to perform BIL Guideline-compliant methane leak detection in which no leaks are identified with the RMLD-CS unit. Deliverables include digital site report and master site emissions result databasing.

# APPENDIX A

## PRICING SHEET

CRFP 0313-DEP2500000001  
METHANE EMISSION  
QUANTIFICATIO

<b>ATTACHMENT A</b>					
<b>Methane Emission Quantification</b>					
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>*Estimated Qty</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
	<b>Database Costs</b>				
1	4.2.1.1 Measure pre-plugging methane emissions	EA	200	\$895.00	\$179,000.00
2	4.2.1.2 Measure post-plugging methane emissions	EA	200	\$895.00	\$179,000.00
3	4.2.1.3 Screen wells for methane emissions	EA	200	\$630.00	\$126,000.00
<b>TOTAL COST</b>					<b>\$484,000.00</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.

# **APPENDIX B**

**COMPLETED / SIGNED RFP  
DOCUMENTS**

**CRFP 0313-DEP2500000001  
METHANE EMISSION  
QUANTIFICATION**

# APPENDIX B - 1

**RFP COVER FORM**

**CRFP 0313-DEP2500000001  
METHANE EMISSION  
QUANTIFICATION**



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

State of West Virginia  
 Centralized Request for Proposals  
 Service - Prof

**Proc Folder:** 1465803 **Reason for Modification:**

**Doc Description:** DEP OOG - Methane Emission Quantification

**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-25	2024-08-20 13:30	CRFP 0313 DEP2500000001	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000231966

**Vendor Name :** Parsons Environment & Infrastructure, Inc.

**Address :**  
**Street :** 301 Plainfield Road, Suite #350

**City :** Syracuse

**State :** NY

**Country :** United States

**Zip :** 13212

**Principal Contact :** Tom Drachenberg

**Vendor Contact Phone:** 315-552-9688 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X**  **FEIN#** 94-3376767 **DATE** 08/15/2024

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

**ADDITIONAL INFORMATION**

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Department of Environmental Protection (hereinafter referred to as the "Agency") to provide methane emission quantification ("MEQ") services for selected oil and natural gas wells per the attached specifications and terms and conditions.

\*\*\*Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Josh Hager - joseph.E.HagerIII@wv.gov

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

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	4.2.1.1 Measure pre-plugging methane emissions	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77121506			

**Extended Description:**  
4.2.1.1 Measure pre-plugging methane emissions

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

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
2	4.2.1.2 Measure post-plugging methane emissions	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77121506			

**Extended Description:**  
4.2.1.2 Measure post-plugging methane emissions

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION REAP OFFICE 301 57TH ST SE CHARLESTON WV 25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
13	4.2.1.3 Screen wells for methane emissions	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
177121506			

**Extended Description:**  
4.2.1.3 Screen wells for methane emissions

SCHEDULE OF EVENTS		
Line	Event	Event Date

# **APPENDIX B - 2**

## **GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENTS**

**CRFP 0313-DEP2500000001  
METHANE EMISSION QUANTIFICATION**

## 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 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 Four), 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 \_\_\_\_\_ 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.

**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 heath, 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) Tom Drachenberg

(Address) 301 Plainfield Road Suite #350, Syracuse, NY 13212

(Phone Number) / (Fax Number) 315-552-9688 / 315-552-9780

(email address) Thomas.Drachenberg@parsons.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.

Parsons Environment and Infrastructure, Inc.

(Company)



(Signature of Authorized Representative)

Thomas Drachenberg, PE. Program Manager

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

351-552-9688 / 315-552-9780

(Phone Number) (Fax Number)

Thomas.Drachenberg@Parsons.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFP 0313 DEP250000001

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

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

Addendum Numbers Received:  
(Check the box next to each addendum received)

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

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

**Parsons Environment and Infrastructure, Inc.**

Company



Authorized Signature

**08/15/2024**

Date

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

# **APPENDIX B - 3**

## **REQUEST FOR PROPOSAL CERTIFICATION**

### **CRFP 0313-DEP2500000001 METHANE EMISSION QUANTIFICATION**

# REQUEST FOR PROPOSAL

## (WVDEP CRFP 25\*01)

### SECTION 3A: DEFINITIONS

1. **BIL** – BIL refers to the Bipartisan Infrastructure Law. Section 40601 of this law authorizes several grant programs made available to states through which to permanently plug orphaned natural gas and oil wells.
2. **BIL GUIDELINES** – The U. S. Department of the Interior has defined a set of criteria that governs all aspects of methane emission rate determination. These standards are appended to this RFP and are available at the following URL:  
  
<https://www.doi.gov/sites/doi.gov/files/orphaned-wells-methane-measurement-guidelines-july-2023-version.pdf>
3. **MEQ** – Methane emission quantification refers to the measurement of the amount (i.e., rate) of methane leaking from a well in the units of grams per hour (g/h).
4. **QUALIFIED MEASUREMENT SPECIALIST** – The BIL guidelines define a qualified measurement specialist as one having the training and field experience with the specific equipment and methods that have been proposed and used by the agency for use at the targeted well sites.

### SECTION 4: PROJECT SPECIFICATIONS

#### 4.1. Background and Current Operating Environment:

West Virginia has an extensive history of oil and natural gas exploration and development dating to the mid-19th century, long before the establishment of regulations over those activities. Currently, the Agency accounts for approximately 75,000 active and abandoned oil and natural gas wells-- among these are thousands of documented wells for which no responsible party can be identified (i.e., orphaned wells). Additionally, there may exist thousands of additional unplugged wells that are currently unknown to the Agency. Under the authority of W. Va. Code § 22-10-7(a), the Agency may permanently plug abandoned natural gas and oil wells using state funds. As described in 35 CSR 6 – 6.2, the Agency prioritizes plugging for wells which pose a threat to human health, safety, the environment, or future mineral development. The qualitative evaluation of methane leaks (e.g., detect/non-detect; minor/significant) from these wells is one factor currently considered in state-funded well plugging prioritization.

Recent federal grant opportunities made available under § 40601 of the Bipartisan Infrastructure Law (“BIL”) to further support state orphaned well plugging programs have placed a heightened emphasis on methane emission reductions for federally funded orphaned well plugging projects. BIL-funded grants require quantitative measurements of leaking methane from all wells plugged through those grants. The U. S. Department of the Interior (“DOI”) has established guidelines entitled “Assessing Methane Emissions from Orphaned Wells to Meet Reporting Requirements of the 2021 Infrastructure Investment and Jobs Act: Methane Measurement Guidelines,” covering all

# REQUEST FOR PROPOSAL

## (WVDEP CRFP 25\*01)

minimum performance standards and specifications for MEQ-related equipment and procedures (“BIL guidelines”, see Appendix B).<sup>1</sup>

To meet the requirements outlined in the BIL guidelines, the Agency intends to incorporate those standards into all BIL-funded orphaned well plugging projects. To maintain consistency in prioritization for all orphaned, abandoned wells, the Agency will adopt these standards for its state-funded well plugging projects as well. The Agency does not currently have the expertise, equipment, or training necessary to effectively complete these analyses. Accordingly, West Virginia seeks to procure a contract with a vendor having adequate knowledge, equipment, and experience needed to screen wells for methane emissions and quantify pre- and post-plugging methane emission rates from selected natural gas and/or oil wells.

**4.2. Project Goals and Mandatory Requirements:** The vendor must be able to provide a comprehensive methane emission rate quantification solution to satisfy the Agency’s goals and objectives that is fully compliant with BIL guidelines. The vendor should describe its approach and methodology to providing the service or solving the problem described by the goals/objectives identified below. Vendor’s response should include any information about how the proposed approach is superior or inferior to other possible approaches.

**4.2.1. Goals and Objectives** – The project goals and objectives are listed below.

**4.2.1.1** The vendor should describe how they plan to provide measurements of pre-plugging methane emission rates from wells selected by the Agency. The plan should include descriptions of all equipment and procedures to be used. Vendor should include documentation supporting the assertion that the selected equipment satisfies BIL guidelines.

**4.2.1.2** The vendor should describe how they plan to provide measurements of post-plugging methane emission rates from plugged wells having a measured pre-plugging methane emission rate greater than 1 gram per hour. The plan should include descriptions of all equipment and procedures to be used. Vendor should include documentation supporting the assertion that the selected equipment satisfies BIL guidelines.

**4.2.1.3** The vendor should describe in detail how they will develop a cost-effective sensitive screening protocol by which wells not initially appearing to be leaking may be tested for emissions. The plan should include descriptions of all equipment and procedures to be used. Vendor should include documentation supporting the assertion that the selected equipment satisfies BIL guidelines.

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<sup>1</sup> <https://www.doi.gov/sites/doi.gov/files/orphaned-wells-methane-measurement-guidelines-july-2023-version.pdf>  
Revised 07/01/2021

# REQUEST FOR PROPOSAL

## (WVDEP CRFP 25\*01)

**4.2.1.4** If the vendor proposes to provide equipment only, it should describe how it will train Agency personnel to effectively use and deploy such equipment to the standards identified in BIL guidelines.

**4.2.1.5** Vendor should describe any previous demonstrated successes using equipment to acquire methane emission rate quantification for wells and/or related oil and gas infrastructure.

**4.2.2. Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

**4.2.2.1** All vendor plans must be in full compliance with BIL guidelines.

**4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

**4.3.1. Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.3.1.1.** Vendor should meet the definition of “qualified measurement specialist,” as defined in BIL guidelines OR be able to train Agency staff to meet that that definition.

**4.3.1.2.** Vendor should describe any previous demonstrated successes using equipment to acquire methane emission rate quantification for wells and/or related oil and gas infrastructure.

**4.4. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening.

# REQUEST FOR PROPOSAL

## (WVDEP CRFP 25\*01)

During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

- 4.4.1. Description of the equipment and methodology to be used for methane screening and emission rate quantification at identified well sites.
- 4.4.2. Specification documentation for screening and emission rate quantification equipment showing that each tool meets the requirements identified in BIL guidelines.
- 4.4.3. The state will ask clarifying questions regarding the vendor's submitted technical response.
- 4.4.4. Oral presentations will be conducted at the selected Agency facility provided by the Agency. Vendors should plan to provide their own media and demonstration hardware and, if preparing handouts, should prepare a number equal to the number of convenience copies of their Proposals supplied on the Bid Opening Date, unless specifically advised by the Agency otherwise.

## SECTION 5: VENDOR PROPOSAL

- 5.1. **Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. **Proposal Format:** Vendors should provide responses in the format listed below:
  - 5.3.1. **Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
  - 5.3.2. **Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
  - 5.3.3. **Table of Contents:** Clearly identify the material by section and page number.

# **REQUEST FOR PROPOSAL**

## **(WVDEP CRFP 25\*01)**

- 5.3.4. **Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

**Proposal Submission:** All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

# REQUEST FOR PROPOSAL

## (WVDEP CRFP 25\*01)

### SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

#### Evaluation Point Allocation:

##### Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (35) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (5) Points Possible

##### Qualifications and experience (§ 4.3)

- Qualifications and experience of measurement specialist (§ 4.3.1.1) (10) Points Possible
- Demonstrated success of vendor (§ 4.3.1.2) (10) Points Possible

(Oral interview, if applicable) (§ 4.4) (10) Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

**Total Proposal Score: 100 Points Possible**

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

# REQUEST FOR PROPOSAL

## (WVDEP CRFP 25\*01)

**6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

**6.5. Proposal Disqualification:**

**6.5.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

**6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

**6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

# REQUEST FOR PROPOSAL

## (WVDEP CRFP 25\*01)

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 =$  Cost Score Percentage of 1 (100%)  
Step 2 –  $1 \times 30 =$  Total Cost Score of 30

Proposal 2: Step 1 –  $\$1,000,000 / \$1,100,000 =$  Cost Score Percentage of 0.909091 (90.9091%)  
Step 2 –  $0.909091 \times 30 =$  Total Cost Score of 27.27273

**6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Parsons Environment and Infrastructure, Inc.

\_\_\_\_\_  
(Company)

Tom Drachenberg, Program Manager



\_\_\_\_\_  
(Representative Name, Title)

315-552-9688 / 315-552-9780

\_\_\_\_\_  
(Contact Phone/Fax Number)

08/15/2024

\_\_\_\_\_  
(Date)