



West Virginia Department of Environmental Protection Request for Proposal:

Solicitation Title: DEP OOG - Supplemental Quality Assurance

Solicitation Number: CRFP 0313 DEP2500000002

Bid Opening Date: September 11, 2024

Bid Opening Time: 1:30 PM Eastern Daylight Time

Fax Number: (304) 558-3970

Vendor Information

CSR Services, LLC

33830 State Highway 408

Townville, PA 16360

Website: <https://www.CSRservicesllc.com>

Telephone Number: (814) 785-0066

Fax Number: N/A

Designated Contact Person: Charles Frantz, President

Email: CFrantz@CSREnergyGroup.com

Phone Number: (724) 554-2941

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WV PURCHASING
DIVISION



West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

TABLE OF CONTENTS

Overview3

Section 4.2.1.1.....4

 CSR Response4

Section 4.2.1.2.....5

 CSR Response5

Section 4.2.1.3.....6

 CSR Response6

Section 4.2.1.4.....7

 CSR Response7

Section 4.2.1.5.....8

 CSR Response8

Section 4.2.2.1.....9

 CSR Response9

Section 4.2.2.2.....10

 CSR Response10

Section 4.2.2.3.....11

 CSR Response11

Section 4.3.1.1.....12

 CSR Response12

Section 4.3.1.2.....13

 CSR Response13

Section 4.3.1.3.....14

 CSR Response14

insurance documentation15

 Commercial General Liability Insurance.....15

 Automobile Liability Insurance.....15

Designated Contact16

Certification and Signature.....17

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 3

OVERVIEW

CSR Services, LLC (CSR) is pleased to present this technical proposal to the West Virginia Department of Environmental Protection's Request for Proposal for Supplemental Quality Assurance (CRFP 0313 DEP 25-02) for well plugging contracts funded through \$40601 of the Bipartisan Infrastructure Law.

Established in 2019, CSR is a well plugging and well servicing company with a deep understanding of the industry. We operate seven service rigs and have our own construction, site restoration, wireline, and cementing crews. Our team members, many of whom have extensive industry experience, especially in plugging oil and gas wells, are a testament to our knowledge and skills.

Our experience with well plugging from pre-plugging field activities through well plugging and site restoration is a solid match with the requirements outlined in the Request for Proposal. We have multiple employees who qualify as quality assurance officers (QAOs) based on their current job responsibilities for CSR.

This document provides our responses to the requirements noted in Section 4.2 of the Request for Proposal. Each section's requirements have been quoted, and our responses are given directly afterward.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 4

SECTION 4.2.1.1

The vendor should describe how it intends to provide supplemental quality assurance of pre-plugging field activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for pre-plugging activities include, but are not limited to:

- (i) **Confirmation that the site is prepared in accordance with the West Virginia Erosion and Sediment Control Field Manual – May 2012.**
- (ii) **Submittal of any Agency-generated forms or paperwork developed in association with oversight of pre-plugging activities.**

CSR RESPONSE

CSR has successfully performed pre-plugging field activities for public and private clients in Pennsylvania, Ohio, and West Virginia. We have multiple employees who qualify as QAOs based on their current job responsibilities for CSR.

Our QAOs provide daily on-site project field support throughout the project life cycle, ensuring that all contract, permit, and grant requirements are met during the site construction phase of our projects. Job responsibilities include, but are not limited to, daily documentation of site development and well site activities, identification of any deviations from the approved permits, communication with the appropriate inspector to authorize or deny such deviations, specifically verifying that all raw materials brought on location (i.e., cement, stone, pipe) meet the necessary specifications. Additional responsibilities of our QAO include daily documentation of onsite working contractors and subcontractor staff. Our QAOs have experience with Build America, Buy America compliance.

Our QAOs communicate daily with supervisors and maintain field notes using paper or online forms to document staff on location, health and safety meeting notes, job safety analyses and inspections, hours worked, tasks completed, assets and materials delivered to or shipped from location, site conditions, and communications with clients. Any issues requiring immediate attention will be addressed to the WVDEP inspector for resolution. Daily field notes will be compiled weekly and submitted to WVDEP via email.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 5

SECTION 4.2.1.2

The vendor should describe how it intends to provide supplemental quality assurance of plugging activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for plugging activities include, but are not limited to:

- (i) The observation and recording of well depth, pipe size and footage pulled vs. left in hole.**
- (ii) Verification of cement type, density, and amounts used for plugs, tagged depths.**
- (iii) Verification of gel density and amount used for spacers.**
- (iv) Confirmation that the installed monument is set correctly and meets all statutory rules and requirements.**
- (v) Submittal of any Agency-generated forms or paperwork developed in association with the oversight of plugging activities.**

CSR RESPONSE

CSR has successfully performed well plugging activities for public and private clients in Pennsylvania, Ohio, and West Virginia. We have multiple employees who qualify as QAOs based on their current job responsibilities for CSR.

Our QAOs provide daily on-site project field support throughout the project life cycle, ensuring that all contract, permit, and grant requirements are met during the plugging phase of our projects. Our wellsite QAOs' job responsibilities include but are not limited to daily documentation of wellsite activities, identification of any deviations from the approved permits, communication with the appropriate inspector to authorize or deny such deviations, specifically verifying that all raw materials brought on location (i.e., cement and pipe) meet the necessary specifications, verification of cement and/or gel density and volume, recordation of cement plug depth and cure time, recordation of all pipe cut depths and detailed notes concerning the quantity and size of pipe left in the hole. Our QAOs understand well work activities and have experience in communicating effectively with field inspectors.

Our QAOs communicate daily with supervisors and maintain field notes using paper or online forms to document staff on location, health and safety meeting notes, job safety analyses and inspections, hours worked, tasks completed, assets and materials delivered to or shipped from location, site conditions, and communications with clients. Any issues requiring immediate attention will be addressed to the WVDEP inspector for resolution. Daily field notes will be compiled weekly and submitted to WVDEP via email.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 6

SECTION 4.2.1.3

The vendor should describe how it intends to provide field oversight of post-plugging activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for well site reclamation activities include, but are not limited to:

- (i) Documentation of materials (i.e., seed, lime, fertilizer, mulch) used for revegetation.**
- (ii) Removal of all erosion and sediment controls**
- (iii) Re-grading and re-contouring of site location in accordance with the West Virginia Erosion and Sediment Control Field Manual – May 2012.**
- (iii) Submittal of any Agency-generated forms or paperwork developed in association with the oversight of post-plugging activities.**

CSR RESPONSE

CSR has successfully performed post-plugging or site restoration activities for public and private clients in Pennsylvania, Ohio, and West Virginia. We have multiple employees who qualify as QAOs based on their current job responsibilities for CSR.

Our QAOs provide daily on-site project field support throughout the project life cycle, ensuring that all contract, permit, and grant requirements are met during the plugging phase of our projects. Our wellsite QAOs' job responsibilities include but are not limited to daily documentation of site reclamation, identification of any deviations from the approved permits, communication with the appropriate inspector to authorize or deny such deviations, specifically verifying that all raw materials brought on location (e.g., stone, topsoil, seed, and mulch) meet the necessary specifications, verification of cement and/or gel density and volume, recordation of cement plug depth and cure time, recordation of all pipe cut depths and detailed notes concerning the quantity and size of pipe left in the hole. Our QAOs understand site reclamation activities and have experience in communicating effectively with field inspectors.

Our QAOs communicate daily with supervisors and maintain field notes using paper or online forms to document staff on location, health and safety meeting notes, job safety analyses and inspections, hours worked, tasks completed, assets and materials delivered to or shipped from location, site conditions, and communications with clients. Any issues requiring immediate attention will be addressed to the WVDEP inspector for resolution. Daily field notes will be compiled weekly and submitted to WVDEP via email.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 7

SECTION 4.2.1.4

The vendor should describe how it intends to establish and maintain an appropriate, productive, and effective on-site presence (i.e., frequency and duration of site visits) throughout the duration of field activities and then document of those visits.

Appropriate data to be collected and recorded should include, but not be limited to:

- (i) Maintaining a daily log.**
- (ii) The date/time work is being performed.**
- (iii) A list of all personnel on location for that day.**
- (iv) A general description of work being performed.**
- (v) A detailed description of any problems or issues encountered (particularly those that necessitate authorized deviations from issued permits).**
- (vi) Pictures that are date/time/location stamped to document work performance.**

CSR RESPONSE

CSR's QAO will be on location every day while any activity is taking place. This establishes a positive working relationship with all parties, including WVDEP inspectors and contractors working on location.

The QAO will maintain a daily log of visits, conversations, personnel onsite, safety meetings, and work performed using a paper or online form either provided by the client or developed in collaboration with the client using the criteria outlined in Section 4.2.1.4 of the RFP.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 8

SECTION 4.2.1.5

The vendor should describe how it intends to provide on-site contractor oversight of key grant requirements. Critical elements which should be incorporated into a quality assurance plan for grant requirements includes:

- (i) Davis Bacon Act**
- (ii) Build America Buy America**

CSR RESPONSE

CSR's QAO will communicate with the onsite contractors and WVDEP to obtain copies of the contract certifications documenting compliance with the Davis Bacon Act and Build America Buy America provisions.

Additionally, CSR will document the wage status of laborers and mechanics on-site in its daily reports. The QAO will also request Buy America documentation from the contractor for all iron, steel, manufactured products, and construction materials used on-site. If a contractor cannot produce this documentation, the WVDEP inspector will be notified that day.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 9

SECTION 4.2.2.1

To maintain personal safety, the vendor must equip each supplemental quality assurance officer with appropriate personal protective equipment including, but not limited to:

- (i) A handheld gas detector capable of detecting methane (either directly or as a %LEL reading) and hydrogen sulfide.**
- (ii) Personal protective equipment suitable for a job site such as hard hats and steel toed boots.**

CSR RESPONSE

CSR Company Safety Policy requires all onsite employees to wear personal protective equipment (PPE) at job sites, including but not limited to hard hats, steel-toed boots, safety glasses, and work gloves. Additional PPE may be required based on individual site conditions. CSR provides this equipment for all of its field employees.

Additionally, CSR provides a 4-gas meter to each field team, including each QAO. CSR uses meters from various manufacturers. One meter is the BW GasAlert MicroClip Multi Gas Meter, which measures methane (%LEL, oxygen, carbon monoxide, and hydrogen sulfide).

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 10

SECTION 4.2.2.2

The vendor must utilize their own transportation to travel to the job sites to perform contract services.

CSR RESPONSE

CSR provides company vehicles to all of its field personnel, including QAOs.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 11

SECTION 4.2.2.3

Quality assurance officer(s) will interface daily with Agency program staff including, but not limited to, field inspectors, inspector supervisors, and inspector specialists, environmental resources specialists and analysts, and program managers. The quality assurance officer is expected to maintain professionalism at all times, be reasonably available for discussions on project progress and proactively contact the appropriate Agency representative when issues arise.

CSR RESPONSE

CSR's QAO will communicate professionally with WVDEP daily, primarily through the field inspector or other Agency staff as directed. Verbal communications will be followed up with an email. Daily inspection reports will also document communications with WVDEP. Daily inspections will be sent to the Department weekly.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 12

SECTION 4.3.1.1

A supplemental quality assurance officer must have at least two years of actual relevant experience in the oil and gas industry, provided that no more than one year of the experience requirement may be satisfied by any of the following: (i) a bachelor of science degree in science or engineering; (ii) an associate degree in petroleum technology; or (iii) actual relevant environmental experience including, without limitation, experience in wastewater, solid waste or reclamation, each full year of which shall be considered as a year of actual relevant experience in the oil and gas industry.

CSR RESPONSE

Our QAO has over two years of experience as a site operations manager for CSR. Since early 2022, he has provided field oversight for site construction, well plugging, and restoration services at well sites in Pennsylvania, Ohio, and West Virginia. His duties have included site safety, adherence to the work plan, documentation, communication of deviations from the work plan, and frequent and clear communication with CSR management, contractors, and state agency inspectors.

Additionally, our QAO has 12 years of additional experience in the oil and gas industry in wastewater transfer and transportation, progressing from field supervisor to statewide operations manager. Our QAO served in the US Navy for four years, where he was responsible for operating, maintaining, and repairing fueling systems aboard aircraft carriers during flight operations.

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CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 13

SECTION 4.3.1.2

A supplemental quality assurance officer must have a good theoretical knowledge of oil and gas plugging methods, practices and techniques, sound safety practices and applicable water and mining laws.

CSR RESPONSE

Based on his prior experiences in the oil and gas industry, our QAO has an excellent theoretical knowledge of oil and gas plugging methods, practices and techniques, sound safety practices, and applicable water and mining laws. Additionally, the management team at CSR has decades of practical and regulatory experience in the oil and gas industry that the QAO communicates with regularly. If a situation arises that the QAO is unfamiliar with, he has significant resources to utilize.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 14

SECTION 4.3.1.3

Vendor should have demonstrable project management success in or related to the oil and gas industry.

CSR RESPONSE

Since 2019, CSR Services, LLC has successfully managed well servicing and well plugging projects for operators and state agencies.

Additionally, CSR is one of two Construction Managers at Risk for the Ohio Department of Natural Resources (ODNR), managing well plugging projects funded by the Federal Infrastructure, Investment, and Jobs Act. The 2023 ODNR Orphan Well Program Report highlights some of CSR's well plugging work and our CMR work.

https://dam.assets.ohio.gov/image/upload/v1720018137/ohiodnr.gov/documents/oil-gas/orphanwell/Annual%20Reports/Division_of_Oil_and_Gas_Resources_Management_Orphan_Well_Program_2023_Annual_Report.pdf

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 15

INSURANCE DOCUMENTATION

COMMERCIAL GENERAL LIABILITY INSURANCE

CSR maintains a Commercial General Liability Insurance Policy with Travelers Insurance for at least \$1,000,000 per occurrence.

AUTOMOBILE LIABILITY INSURANCE

CSR maintains an Automobile Liability Insurance policy for at least \$1,000,000 per occurrence with Travelers Insurance.

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West Virginia DEP Request for Proposal
CRFP 0313 DEP2500000002
Supplemental Quality Assurance
Buyer: Josh Hager
September 3, 2024

Page 16

DESIGNATED CONTACT

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

Designated Contact Person: Charles Frantz, President
Address: 33830 State Highway 408; Townville, PA 16360
Email: CFrantz@CSREnergyGroup.com
Phone Number: (724) 554-2941
Fax Number: N/A

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West Virginia DEP Request for Proposal
 CRFP 0313 DEP2500000002
 Supplemental Quality Assurance
 Buyer: Josh Hager
 September 3, 2024

Page 17

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.

Vendor: CSR Services, LLC

DocuSigned by:

 4ADEAC81EB0443D...
 (Signature of Authorized Representative)

Charles Frantz, President September 9, 2024
 (Printed Name and Title of Authorized Representative) (Date)

(814) 785-0066
 (Phone Number) (Fax Number)

CFrantz@CSREnergyGroup.com
 (E-mail Address)

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REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

TABLE OF CONTENTS

- 1. Table of Contents**
- 2. Section 1: General Information and Instructions**
- 3. Section 2: Instructions to Vendors Submitting Bids**
- 4. Section 3: General Terms and Conditions**
- 5. Section 4: Project Specifications**
- 6. Section 5: Vendor Proposal**
- 7. Section 6: Evaluation and Award**
- 8. Certification and Signature Page**

SECTION 1: GENERAL INFORMATION

1.1. Introduction:

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 support compliance with applicable grant and contract terms on well plugging projects funded by Section § 40601 of the Bipartisan Infrastructure Law.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **8/21/2024 @ 4:00 PM ET**

Submit Questions to: **Josh Hager**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: **Joseph.E.HagerIII@wv.gov**

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus 5 convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 8/24/2023

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: CSR Services, LLC

BUYER: Josh Hager

SOLICITATION NO.: CRFP 0313 DEP2500000002

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 9/04/2024 @ 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

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 _____), 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.

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.

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) Charles Frantz, President

(Address) 33830 State Highway 408, Townville, PA 16360

(Phone Number) / (Fax Number) (814) 785-0066

(email address) CFrantz@CSREnergyGroup.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.

CSR Services, LLC

(Company)



(Signature of Authorized Representative)

Charles Frantz, President

9-9-24

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

(814) 785-0066 / No Fax

(Phone Number) (Fax Number)

CFrantz@CSREnergyGroup.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP 0313 DEP2500000002

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

CSR Services, LLC

Company



Authorized Signature

September 9, 2024

Date

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

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

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

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

- 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.

CSR Services, LLC
(Company)
Charles Frantz, President
(Representative Name, Title)
814-785-0066
(Contact Phone/Fax Number)
9-9-24
(Date)

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

Under the authority of W. Va. Code § 22-10-7(a), the Agency permanently plugs abandoned oil and natural gas wells on a priority basis using public funds. Certain funds granted by the Bipartisan Infrastructure Law will enable the Agency to plug and reclaim an unprecedented number of such wells and well sites through fiscal year 2030. To ensure adherence to the terms of the grant and the most appropriate use of funds, a supplemental quality assurance (“SQA”) contract is necessary.

Under such a contract, a quality assurance officer will provide daily on-site project field support throughout the project life cycle ensuring that all contract, permit, and grant requirements are met throughout the site-construction, well plugging, and reclamation phases of the projects. Expected job responsibilities include, but are not limited to, daily documentation of site-development and well site activities, identification of any deviations from the approved permits, communication with the appropriate inspector to authorize or deny such deviations, specifically verifying that all raw materials brought on location (i.e., cement, stone, pipe) meet the necessary specifications, verification of cement and/or gel density and volume, recordation of cement plug depth and cure time, recordation of all pipe cut depths and detailed notes concerning the quantity and size of pipe left in the hole, verification of reclamation material and placement, and ensuring that reclamation meets permit standards prior to inspector validation. Further responsibilities of the quality assurance officer include daily documentation of working contractor and subcontractor staff while also performing regular contractor and subcontractor interviews for compliance verification with the Davis Bacon Act. The compliance officer may also be expected to verify any qualifying raw materials brought onto location to ensure they comply with Build America, Buy America requirements. It is important to note that while the quality assurance officer will not have any enforcement authority, they must be able to clearly understand well work activities and articulate to the inspection field staff any potential or active issues as they arise.

- 4.2. Project Goals and Mandatory Requirements:** Supplemental quality assurance for well plugging contracts funded through § 40601 of the Bipartisan Infrastructure Law. Vendor should describe its approach and methodology to providing the service or solving the problem described by meet 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. The approach and/or methodology that the vendor uses to comply with the project and are exceeded, will be included in technical scores where appropriate.

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

- 4.2.1.1** The vendor should describe how it intends to provide supplemental quality assurance of pre-plugging field activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for pre-plugging activities include, but are not limited to:

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

- (i) Confirmation that the site is prepared in accordance with the West Virginia Erosion and Sediment Control Field Manual – May 2012.
- (ii) Submittal of any Agency-generated forms or paperwork developed in association with oversight of pre-plugging activities.

4.2.1.2 The vendor should describe how it intends to provide supplemental quality assurance of plugging activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for plugging activities include, but are not limited to:

- (i) The observation and recording of well depth, pipe size and footage pulled vs. left in hole.
- (ii) Verification of cement type, density, and amounts used for plugs, tagged depths.
- (iii) Verification of gel density and amount used for spacers.
- (iv) Confirmation that the installed monument is set correctly and meets all statutory rules and requirements.
- (v) Submittal of any Agency-generated forms or paperwork developed in association with the oversight of plugging activities.

4.2.1.3 The vendor should describe how it intends to provide field oversight of post-plugging activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for well site reclamation activities include, but are not limited to:

- (i) Documentation of materials (i.e., seed, lime, fertilizer, mulch) used for revegetation.
- (ii) Removal of all erosion and sediment controls
- (iii) Re-grading and re-contouring of site location in accordance with the West Virginia Erosion and Sediment Control Field Manual – May 2012.
- (iv) Submittal of any Agency-generated forms or paperwork developed in association with the oversight of post-plugging activities.

4.2.1.4 The vendor should describe how it intends to establish and maintain an appropriate, productive, and effective on-site presence (i.e., frequency and duration of site visits) throughout the duration of field activities and then document of those visits. Appropriate data to be collected and recorded should include, but not be limited to:

- (i) Maintaining a daily log.
- (ii) The date/time work is being performed.
- (iii) A list of all personnel on location for that day.
- (iv) A general description of work being performed.

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

- (v) A detailed description of any problems or issues encountered (particularly those that necessitate authorized deviations from issued permits).
- (vi) Pictures that are date/time/location stamped to document work performance.

4.2.1.5. The vendor should describe how it intends to provide on-site contractor oversight of key grant requirements. Critical elements which should be incorporated into a quality assurance plan for grant requirements includes:

- (i) Davis Bacon Act¹
- (ii) Build America Buy America²

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 Safety. To maintain personal safety, the vendor must equip each supplemental quality assurance officer with appropriate personal protective equipment including, but not limited to:

- (i) A handheld gas detector capable of detecting methane (either directly or as a %LEL reading) and hydrogen sulfide.
- (ii) Personal protective equipment suitable for a job site such as hard hats and steel toed boots.

4.2.2.2 Transportation. The vendor must utilize their own transportation to travel to the job sites to perform contract services.

4.2.2.3 Communication

Quality assurance officer(s) will interface daily with Agency program staff including, but not limited to, field inspectors, inspector supervisors, and inspector specialists,

¹ Pursuant to the Davis-Bacon Act (40 U. S. C. § 3141), laborers and mechanics employed by grant-recipients may be subject to prevailing wage requirements.

² Under the Build America, Buy America Act, Part I – Buy America Sourcing Requirements, Section 70914 of the BIL, all iron, steel, manufactured products, and construction materials consumed in, or incorporated into, BIL-funded projects must be produced in the United States.

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

environmental resources specialists and analysts, and program managers. The quality assurance officer is expected to maintain professionalism at all times, be reasonably available for discussions on project progress and proactively contact the appropriate Agency representative when issues arise.

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. A supplemental quality assurance officer must have at least two years of actual relevant experience in the oil and gas industry, provided that no more than one year of the experience requirement may be satisfied by any of the following: (i) a bachelor of science degree in science or engineering; (ii) an associate degree in petroleum technology; or (iii) actual relevant environmental experience including, without limitation, experience in wastewater, solid waste or reclamation, each full year of which shall be considered as a year of actual relevant experience in the oil and gas industry.

4.3.1.2. A supplemental quality assurance officer must have a good theoretical knowledge of oil and gas plugging methods, practices and techniques, sound safety practices and applicable water and mining laws.

4.3.1.3. Vendor should have demonstrable project management success in or related to the oil and gas industry.

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

(DEP CRFP 25*02)

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 supplemental quality assurance plans to be employed to meet the objectives of this RFP.
- 4.4.2. Description of the qualifications of staff to be employed to meet the objectives of this RFP.
- 4.4.3. The Agency will ask clarifying questions regarding the vendor's submitted technical response.
- 4.4.4. Oral presentations will be conducted at the 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

(DEP CRFP 25*02)

- 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

(DEP CRFP 25*02)

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 Mandatory Requirements (§ 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 Generally (§ 4.3.1) (15) Points Possible
- Exceeding Mandatory Qualification/Experience
Requirements (5) 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

(DEP CRFP 25*02)

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



CSR Services, LLC
33830 State Highway 408
Townville, PA 16360
Tel: (814) 785-0066

September 9, 2024

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: Solicitation Number CRFP 0313 DEP2800000002

Dear Sir or Madam:

The CSR Services, LLC response to the West Virginia Department of Environmental Protection's above-referenced solicitation is enclosed.

As requested in the solicitation instructions, the proposal has been separated into a technical proposal and a cost proposal. The two envelopes include our original documents and five (5) copies of each.

Please contact me at the letterhead address if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amanda Veazey'. The signature is fluid and cursive, with a large initial 'A'.

Amanda M. Veazey
Vice President, Business Development
AVeazey@CSREnergyGroup.com