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Header 5

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Procurement Folder: 1736767

Procurement Type: Central Purchase Order

Vendor ID: VS0000011254

Legal Name: ENVIRONMENTAL STANDARDS INC

Alias/DBA:

Total Bid: \$100,000.00

Response Date: 09/09/2025

Response Time: 23:39

Responded By User ID: lwork

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Solicitation Description: OER- EOI SEMS Evaluations

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

State of West Virginia  
Solicitation Response

<b>Proc Folder:</b> 1736767		
<b>Solicitation Description:</b> OER- EOI SEMS Evaluations		
<b>Proc Type:</b> Central Purchase Order		
Solicitation Closes	Solicitation Response	Version
2025-09-10 13:30	SR 0313 ESR09092500000001775	1

VENDOR
VS0000011254 ENVIRONMENTAL STANDARDS INC

**Solicitation Number:** CEOI 0313 DEP2600000002

**Total Bid:** 100000      **Response Date:** 2025-09-09      **Response Time:** 23:39:43

**Comments:**

<b>FOR INFORMATION CONTACT THE BUYER</b> Joseph (Josh) E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov		
<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EOI - Professional engineering services				100000.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:** Bid contract amount based on average site inspection using CLP

**Extended Description:**  
EOI- Professional engineering services



**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**CONSULTANT QUALIFICATION QUESTIONNAIRE**

PROJECT NAME		DATE (DAY, MONTH, YEAR)	FEIN
1. FIRM NAME		2. HOME OFFICE BUSINESS ADDRESS	3. FORMER FIRM NAME (IF APPLICABLE)
4. HOME OFFICE TELEPHONE	5. ESTABLISHED (YEAR)	6. TYPE OF OWNERSHIP  INDIVIDUAL                  CORPORATION  PARTNERSHIP              JOINT-VENTURE	6a. WV REGISTERED DBE (DISADVANTAGED BUSINESS ENTERPRISE)  YES                  NO
7. PRIMARY OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. (name particular type) PERSONNEL IN EACH OFFICE			
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM			8a. NAME, TITLE, & TELEPHONE NUMBER – OTHER PRINCIPALS
9. KEY PERSONNEL (Check mark key personnel below that you have on staff and will work on project)  <div style="display: flex; justify-content: space-between;"><div>ADMINISTRATION</div><div>GEOLOGIST</div><div>QA/QC OFFICER</div></div> <div style="display: flex; justify-content: space-between;"><div>CHEMIST</div><div>HYDRO-GEOLOGIST</div><div>TECHNICIAN</div></div> <div style="display: flex; justify-content: space-between;"><div>ENVIRONMENTALIST</div><div>LABORER</div><div>CADD OPERATOR</div></div> <div style="display: flex; justify-content: space-between;"><div>FIELD OPERATIONS MANAGER</div><div>PROJECT MANAGER</div><div>OTHER:</div></div>			
10. If submittal is by joint-venture, list participating firms & outline specific areas of responsibility (including administrative, technical & financial) for each firm. Each participating firm must complete a "Consultant Qualification Questionnaire".			
10a. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE?      YES                  NO			

11. OUTSIDE KEY CONSULTANTS/ SUB-CONSULTANTS ANTICIPATED TO BE USED. Attach “Consultant Qualification Questionnaire” for each.

[illegible]



12a. Identify each individual supporting this project and their assigned tasks.

12b. Are the individuals supporting this project experienced in performing environmental site assessments according to USEPA Guidance for Performing Preliminary Assessments under CERCLA, Site Inspection (SI) Guidance Manual, Risk Assessment Guidelines for Superfund (RAGS), Hazard Ranking System (HRS) Guidance Manual, and using Dynamic Field Activities for On-Site Decision Making?

**YES** Identify the project(s) and describe work performed that relates directly to the question:

**NO**

12c. Are the individuals supporting this project experienced in USEPA *Guidance for Quality Assurance Project Plans* (EPA QA/G-5) and the WVDEP *Quality Assurance Program Plan for the WVDEP OER CERCLA (Superfund) Program*?

**YES** Identify the project(s) and describe the work performed that relates directly to the question:

**NO**

12d. Are the individuals supporting this project experienced with the USEPA Contract Laboratory Program under the guidelines of Sample Submission Procedures for the *Laboratory and Technical Services Branch (LTSB/ASQA, August 2019)*, the *EPA Region 3 Analytical Request Form 2.1 or current (and instructions)*, and the most recent *Statement of Work (SOW SFAM01.1 or current)*?

**YES** Identify the project(s) and describe work performed that relates directly to the question:

**NO**



12e. Are the individuals supporting this project experienced with the WVDEP OER SOPs?

**YES** Identify the project(s) and describe work performed that relates directly to the question:

**NO**

12f. Are the individuals supporting this project experienced with the Scribe software?

**YES** Identify the project(s) and describe work performed that relates directly to the question:

**NO**

12g. Have field personnel completed an OSHA 40-hour HAZWOPER course and mandatory 8-hour refresher training (as applicable)? The training must cover the requirements in 29 CFR 1910.120 including, but not limited to: personal protective equipment (PPE), toxicological effects of various chemicals, hazard communication, handling of unknown tanks and drums, confined-space entry procedures, etc.?

**YES** Describe the training and list the name of the individual(s) certified who will be supporting this project:

**NO**

12h. Are the individuals supporting this project experienced with the technical writing skills needed to meet the requirements of this project?

**YES** Attach an example of the writing (preferably a Sampling and Analysis Plan or equivalent; all reports will be kept confidential) :

**NO**

13a. PERSONAL HISTORY STATEMENT OF KEY PERSONNEL (Furnish complete data but keep to essentials)
NAME & TITLE (Last, First, MI):
Years & Type of Experience:
Brief Explanation of Responsibilities
EDUCATION (Degree, Year, Specialization)
MEMBERSHIP IN PROFESSIONAL ORGANIZATION(S) & REGISTRATION STATUS (Type, Year, State)
PROFESSIONAL LICENSE(S) (Type, State, Expiration Date)
13b. PERSONAL HISTORY STATEMENT OF KEY PERSONNEL (Furnish complete data but keep to essentials)
NAME & TITLE (Last, First, MI):
Years & Type of Experience:
Brief Explanation of Responsibilities
EDUCATION (Degree, Year, Specialization)
MEMBERSHIP IN PROFESSIONAL ORGANIZATION(S) & REGISTRATION STATUS (Type, Year, State)
PROFESSIONAL LICENSE(S) (Type, State, Expiration Date)



13c. PERSONAL HISTORY STATEMENT OF KEY PERSONNEL (Furnish complete data but keep to essentials)
NAME & TITLE (Last, First, MI):
Years & Type of Experience:
Brief Explanation of Responsibilities
EDUCATION (Degree, Year, Specialization)
MEMBERSHIP IN PROFESSIONAL ORGANIZATION(S) & REGISTRATION STATUS (Type, Year, State)
PROFESSIONAL LICENSE(S) (Type, State, Expiration Date)
13d. PERSONAL HISTORY STATEMENT OF KEY PERSONNEL (Furnish complete data but keep to essentials)
NAME & TITLE (Last, First, MI):
Years & Type of Experience:
Brief Explanation of Responsibilities
EDUCATION (Degree, Year, Specialization)
MEMBERSHIP IN PROFESSIONAL ORGANIZATION(S) & REGISTRATION STATUS (Type, Year, State)
PROFESSIONAL LICENSE(S) (Type, State, Expiration Date)

13e. PERSONAL HISTORY STATEMENT OF KEY PERSONNEL (Furnish complete data but keep to essentials)
NAME & TITLE (Last, First, MI):
Years & Type of Experience:
Brief Explanation of Responsibilities
EDUCATION (Degree, Year, Specialization)
MEMBERSHIP IN PROFESSIONAL ORGANIZATION(S) & REGISTRATION STATUS (Type, Year, State)
PROFESSIONAL LICENSE(S) (Type, State, Expiration Date)
13f. PERSONAL HISTORY STATEMENT OF KEY PERSONNEL (Furnish complete data but keep to essentials)
NAME & TITLE (Last, First, MI):
Years & Type of Experience:
Brief Explanation of Responsibilities
EDUCATION (Degree, Year, Specialization)
MEMBERSHIP IN PROFESSIONAL ORGANIZATION(S) & REGISTRATION STATUS (Type, Year, State)
PROFESSIONAL LICENSE(S) (Type, State, Expiration Date)

14. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED CONSULTANT ON:

PROJECT NAME, TYPE AND LOCATION	NAME/TELEPHONE COMPANY CONTACT	NATURE OF YOUR FIRM'S RESPONSIBILITY	PERCENT COMPLETE

15. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED SUB-CONSULTANT ON:

PROJECT NAME, TYPE AND LOCATION	NAME/TELEPHONE COMPANY CONTACT	NATURE OF YOUR FIRM'S RESPONSIBILITY	PERCENT COMPLETE

16. COMPLETED WORK WITHIN THE LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A CONSULTANT TO:			
PROJECT NAME, TYPE AND LOCATION	NAME/TELEPHONE COMPANY CONTACT	NATURE OF YOUR FIRM'S RESPONSIBILITY	YEAR COMPLETED



17. COMPLETED WORK WITHIN THE LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUB-CONSULTANT TO:

PROJECT NAME, TYPE AND LOCATION	NAME/TELEPHONE COMPANY CONTACT	NATURE OF YOUR FIRM'S RESPONSIBILITY	YEAR COMPLETED

18. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the West Virginia Department of Environmental Protection.

19. The foregoing is a statement of facts. Should any information in this questionnaire be falsified or determined falsified at a later date, the West Virginia Department of Environmental Protection reserves the right to void any agreement or contract entered into between the undersigned and their respective firm and the WVDEP.

Signature: 

Title:

Printed Name:

Date:

## **SUMMARY RESPONSES TO EXPRESSION OF INTEREST QUESTIONS**

A Non-Conflict-of-Interest disclosure, as per the requirements of 40 CFR Part 35.6550 (Subpart O) cannot be executed until sites are identified. Once a site is identified, Montrose will review and execute a Non-Conflict-of-Interest disclosure if it is confirmed there is no conflict.

### **1.0 CORPORATE/PERSONNEL EXPERIENCE AS IT RELATES DIRECTLY TO THE PROJECT**

Montrose Environmental Services, Inc. (formerly Environmental Standards, Inc.), has been involved with Superfund projects since the firm's founding 37 years ago. We have direct, applicable Superfund Enterprise Management System (SEMS)/Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)/Superfund experience, currently managing site assessment and remedial activities at United States Environmental Protection Agency (US EPA) Superfund sites in Illinois, Indiana, Maryland, Michigan, Pennsylvania, New Jersey, New York, Tennessee, and Nevada. Montrose also has directly supported the WVDEP in similar projects, including Figgie International (current), Parsons Tannery, Ware Lumber, and Poca Dioxin. We have direct experience in sample planning, quality assurance planning, sample collection, data review, forensics/source identification, risk assessment, and data usability as required by CERCLA.

We know what it takes to produce quality Remedial Site Assessment Decision documents that show either No Further Remedial Action Planned for SEMS sites or if they should be referred to other programs.

Montrose has assigned Lydia Work, West Virginia Licensed Remediation Specialist (LRS) and Principal Chemist, as the Project Manager for the Site. Ms. Work has over 20 years of direct SEMS (CERCLA) Preliminary Assessment (PA), Removal Assessment (RA), and Site Inspection (SI) experience at West Virginia sites under contract with the West Virginia Department of Environmental Protection (WVDEP), Office of Environmental Remediation (OER). The Scopes-of-Work she has performed include but are not limited to: SI, PA, and RA investigations and associated reporting; Health and Safety Plan (HASP) preparation; Sampling and Analysis Plan (SAP) and Field Sampling Plan (FSP) development; field sampling activities as the Field Operations Manager (FOM); Hazard Ranking System (HRS) scoring; and Report writing - with a reputation of meeting the objectives of a project efficiently and objectively. As an LRS, Chemist, and Environmental Professional, Ms. Work is experienced with designing and executing CERCLA investigations, collecting samples under CERCLA, conducting human health and ecological risk assessments, and understanding how the data are to be used for remedial decision making. Lydia is also experienced with interacting with the public, community engagement as needed, and gaining the trust of private property owners and businesses for successful property access.

These projects take a team. Montrose' staff have decades of experience following US EPA guidance for project tasks including, but not limited to:

- laboratory services procurement,
- field sampling planning and procedures,
- setting quality assurance/quality control (QA/QC) data quality objectives,
- identifying human health and environment risk pathways,
- conducting risk assessments,
- HRS site scoring, and
- report writing.



The Montrose team has experience with the contract laboratory program (CLP) and its requirements, and more specifically with the program managed by the WVDEP. Our direct experience with SEMS sites under contract with WVDEP most recently includes:

- **Figgie International (current)**
- **Poca Dioxin Landfill**
- **Ware Lumber and Fence Site**
- **Parsons Tannery**
- **Marietta Shipyard**

We have performed these projects **on time and within budget**.

Support staff will report directly to Ms. Work. The field staff that will be supporting the project operate out of our Wheeling, WV office. The staff assigned to this project have worked together on SEMS sites and other assessments proving to be a capable and efficient team. **The key staff assigned to the project ALL have applicable CERCLA and SI experience.**

Staff experience and reference to our corporate environmental contaminants experience is provided in the provided Consultant Qualifications Questionnaire (CQQ). We have also included key personnel profiles with this submittal.

We meet and exceed the minimum experience needed listed in the EOI:

- No less than 5 years of experience in environmental media sampling.
- No less than 5 years of experience in environmental reporting.
- No less than 5 years of experience with CERCLA and Superfund requirements.
- No less than 5 years of experience in AutoCAD and/or other GPS-referenced figure generation software.
- No less than 5 years of experience with hazardous waste and/or hazardous substances, including the 40-hour OSHA HAZWOPER training and familiarity with RCRA and CERCLA waste storage criteria.

Experience (years and/or number of projects) in which consultant and/or consultant's firm conducted Human Health Risk Assessment analyses.

**20+ years and dozens of projects**

Experience (years and/or number of projects) in which consultant and/or consultant's firm conducted HRS QuickScore determinations.

**20+ years and dozens of projects**

Experience (years and/or number of projects) in which consultant and/or consultant's firm utilized WVDEP Standard Operating Procedures.

**20+ years and dozens of projects**

Experience (years and/or number of projects) in which consultant and/or consultant's firm utilized WVDEP Quality Assurance Program Plan.

**Since the first version was implemented, and dozens of projects.**

Experience (years and/or number of projects) in which consultant and/or consultant's firm has been involved with WVDEP remediation programs (i.e. CERCLA, RCRA, VRP, UECA-LUST, Brownfields)

**Over 150 years of combined experience and dozens of projects.**

## 2.0 UNIQUELY QUALIFYING EXAMPLES OR QUALIFYING INFORMATION

Our direct experience with the WV SEMS sites and our expertise in the contaminants of concern makes us uniquely qualified.

The Montrose staff assigned to this project have direct experience with sites contaminated by various contaminants of concern, and the sampling requirements associated with such sites. Montrose staff are considered subject matter experts of PFAS and hexavalent chromium. We have provided guidance and insight in developing laboratory test methods as well as sampling procedures for difficult matrixes. In fact, we co-authored the current EPA SW-846 analytical testing method for hexavalent chromium in waste.

The experts at Montrose are known nationally for their experience in researching and understanding the chemical processes used in the generation, application, and disposal of various chemicals, including PFAS. We have supported several property owners, municipalities, and the US EPA in response to assessment, remediation, and quality control of numerous types of contamination. Our chemists can assist in identifying what contaminants should be investigated based on the history of any given property, and the analytical methodology to meet the reporting limits and data quality objectives making Montrose uniquely qualified.

Our extensive familiarity with all types of investigations, chemicals, sample analysis, and data validation would be additionally beneficial to the project.

## 3.0 PROPOSED PROJECT MANAGEMENT PLAN

Upon award of the project, Montrose proposes the following Project Management Plan (including approach and project task outline):

Ms. Work, our Project Manager, will meet with the WVDEP, OER Project Manager at their office or virtually (dependent on WVDEP preference) prior to beginning work to verify project tasks, objectives, and timelines. It is noted that the full scope of the SI cannot be established at this time. The review of previous investigations, available field and analytical data, other site documents and the identification of potentially complete pathways (private wells, monitoring wells, surface water and sediment runoff, *etc.*) will need to be performed before price proposals are submitted to better inform the estimate. General billing rate information will be provided to the WVDEP prior to initiation of file reviews.

A review of past activities and assessments will be conducted, obtaining files through a FOIA request to WVDEP, OER. We will also make attempts to interview former employees and City officials who may have pertinent information to the use of chemicals at the Site. Access agreements will be drafted for sampling and property owners contacted prior to any site visits or sample planning. We recommend meeting in person if there is any hesitancy by the property owners, allowing an opportunity to answer their questions and concerns in an informal setting.

Following an extensive review, we will identify data gaps and present how those data gaps can be addressed. The recommended SI activities may include:

- Update potentially complete human health and environmental contaminant pathways (*i.e.*, private wells survey, source water protection areas, others)
- Identify data gaps from previous investigations.
- Installation and testing of monitoring wells to better characterize on-site groundwater.

- Determine if existing VOC groundwater contamination poses a vapor intrusion (VI) threat to existing or future occupied structures via either groundwater screening or direct sampling of soil gas, slab soil gas, or indoor air sampling.
- Sampling for site specific COPCs identified in previous reports, as well as possibly new chemicals of concern.
- Surface soil and subsurface soil sampling.
- Sediment and/or surface water sampling, if applicable.
- Generation of an HRS QuickScore, with explanation on how the HRS score was derived. To be presented as a separate confidential memo.
- Preliminary Screening Level Human Health Risk Assessment (HHRA) as part of a final site inspection report.
- Conducting a sensitive environments survey including wetlands, threatened and endangered species, etc.

### Task 1 – Site Visit

Montrose will contact the owner of the site and obtain written approval for site access, and a site visit will take place within 30 days of receipt of the notice to proceed from the WVDEP, which will coincide with the conclusion of the file review. Montrose will coordinate to be on site with representatives from WVDEP-OER.

At the conclusion of the file review and site visit, Montrose will be able to develop a SAP (see Task 2) and negotiate a cost estimate and billing rate contract with the WVDEP. This deliverable will include a project schedule to complete for approval. This contract will include monthly invoicing.

### Task 2 – Development of a Sampling and Analysis Plan (SAP, a.k.a., Field Sampling Plan)

Based on the results of previous work at the site and the site visit, Montrose will develop the SAP, including an FSP, QAPP, and HASP. The SAP will be developed to meet the goals and objectives outlined in the March 26, 2024, EOI Solicitation.

The SAP will follow the format of, *Sampling and Analysis Plan Section Descriptions*; and the *Sampling and Analysis Plan-Guidance and Template v.4 General Projects- 04/2014*, with modifications where applicable, to meet the requirements found in *40 CFR 300.420(c)*. The QAPP will be submitted in the UFP format, to comply with *EPA/240/B-01/003*, and the *Intergovernmental Data Quality Task Force, Part 1: UFP-QAPP Manual*. **We have submitted QAPPs in this format previously, with US EPA approval.**

During the SAP preparation process, at least one meeting with the OER project manager (PM) will be conducted.

The site-specific FSP of the SAP will include:

- Site description, including location, historical and current uses, as well as property ownership(s).
- Objective of SAP.
- A detailed description of sample locations (including off-site), and a georeferenced map using NAD 83 West Virginia State Plane Coordinates.
- Environmental media to be collected.
- Compounds and/or analytics and their required action limit concentrations to be measured, in each applicable media at each sample location.

- Use of CLP or WVDEP contract laboratory.
- Level of data validation.
- Field sampling methods as per *US EPA Contract Laboratory Program Guidance for Field Samplers, EPA-540-R-00-003, August 2004.*

The use of on-site data generation is not anticipated for this project.

The SAP will incorporate US EPA accepted QAPP requirements and will consider the WVDEP Quality Assurance Program Plan for the WVDEP OER CERCLA (Superfund) Program. A site-specific HASP will be prepared in accordance with the federal requirements of *Title 29, Labor; Chapter 17, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, DEPARTMENT OF LABOR; Part 1910, OCCUPATIONAL SAFETY AND HEALTH STANDARDS; Subpart 120, Hazardous Waste Operations and Emergency Response (HAZWOPER regulations).*

The Draft SAP will reflect the use of the US EPA SCRIBE computer software program at the site, which will be used to manage field operations and sample management during the site assessment activities.

#### TASK 2 DELIVERABLES

- Site Access Agreements
- Draft and Final SAP Documents, Including FSP, QAPP, and HASP

Montrose will submit a copy of the Draft SAP to the WVDEP, OER PM and US EPA Region III PM for review. Based on any comments received, the SAP may be revised, and one copy of the Final SAP will be submitted (in an electronic copy, PDF format) to the OER PM and US EPA Region III PM for formal approval.

#### Task 3 - Site Assessment

Montrose will implement the approved SAP and perform the field investigations as per the applicable US EPA and WVDEP guidance documents. The HASP will be reviewed with all team members prior to beginning work and will be maintained on-site during work activities.

Prior to performing fieldwork, Montrose will schedule US EPA CLP routine and/or special laboratory analytical services with the US EPA Region III Analytical Services and Quality Assurance Branch (ASQAB) Client Services Team (CST). We will provide all coordination and interaction with the US EPA Region III CST points of contact before, during, and after the field-sampling event. **Depending on the need of the project, specialty analytical services may be required.**

Montrose will engage in initial contact with property owner(s) to obtain right of entry for field sampling. This effort may include in-person meetings, emails, and/or telephone calls, and providing the OER Right-of-Entry form. If these initial efforts are unsuccessful, we will notify the OER PM to ascertain the next course of action.

Montrose assumes responsibility for ordering, storing, and purchasing sample coolers, glassware, and preservative requirements for the field sampling effort. We will be responsible for the cost of sample cooler shipping. It is understood that the US EPA Region III CST will provide the required custody seals and sample container tags.

Montrose will provide:

- Field materials and equipment (*i.e.*, personal protective equipment (PPE), disposables, sample cooler packing materials, labels, chain of custody forms, and limited field sampling equipment).
- All decontamination materials including, but not limited to distilled, deionized, and potable water, detergent, reagents, and approved Department of Transportation (DOT) storage containers and labels for on-site storage of decontamination materials.
- Approved DOT containers and labels for storage of on-site investigative-derived waste (IDW).
- A laptop computer and printer at the site during the field activities to support the US EPA SCRIBE field operations and sample management software program. Communicate with the appropriate US EPA CLP contacts daily during field sampling activities, as per CLP requirements.

The cost of field equipment (*i.e.*, low-flow/low -drawdown equipment, passive diffusion bags, PFAS-free supplies, “En-Core” or “Terra Core” samplers, field analytical and monitoring equipment, and drilling or direct-push equipment) will be the responsibility of Montrose.

Montrose will provide approved DOT containers and labels for storage of on-site investigative-derived waste (IDW). We will sample any drums of IDW for disposal characterization and submit to a WVDEP contract laboratory for analysis. The cost of analytical for IDW characterization, analytical data interpretation for disposal, and IDW management will be the responsibility of Montrose. Analytical data interpretation for IDW disposal and management will be the responsibility of Montrose. A table indicating the sample information, sample concentration, and regulatory limits will be provided to WVDEP for review.

Montrose will provide a laptop computer and printer at the site during the field activities to support the US EPA SCRIBE field operations and sample management software program. We will communicate as required with the appropriate US EPA CLP contacts during field sampling activities as per CLP requirements.

Our field sampling personnel will have up to date 8-hour annual OSHA training and 40-hour OSHA HAZWOPER training and medical monitoring. On-site staff certification will be available upon request.

As per US EPA Region III guidelines, each field sampling point will be documented using a Global Positioning System (GPS) field unit, which shall be differentially corrected to a plus or minus five-meter accuracy. Photo documentation of site conditions using a digital camera will be made during the Site Assessment.

Field notes will document detailed elements of the sampling event including details pertaining to each sample collected, personnel on location, as well as deviations from the approved SAP.

At least one meeting with the OER PM will be conducted during the site assessment phase.



### TASK 3 DELIVERABLES

- Analytical Requests and CLP laboratory assignments
- SCRIBE data set, including chain-of-custodies
- Field documentation
- IDW characterization information

### Task 4 – Final Report

Montrose will submit a Final Report to the OER PM and US EPA Region III PM for review and comments, which will follow the US EPA format. The report will include the following minimum content:

- Introduction
- Site Description
- Site Ownership and History
- Site Characteristics (geology and hydrogeology, soils, groundwater including aquifer descriptions, and meteorology)
- Source Characterization (including discussion of onsite and potential offsite sources)
- Pathway discussion sections (surface water, groundwater, air, soil exposure and soil screening levels)
- Sensitive Target Populations- including HRS pathway elements needed to perform a Quickscore (water supply data; nearest wells; the surface water segments; the downstream drinking water intakes within 15 miles; downstream HRS eligible wetlands and distances to and areas/frontages of those wetlands; downstream fisheries with stream mile distances; fish advisories; the flood frequency; threatened and endangered (T&E) species information; resident and nearby populations; *etc.*)
- Field observations and data
- Sampling operations
- Discussion on field quality control and data quality indicators
- Deviations from the approved SAP, if applicable
- Shipping documentation
- Bore/Well logs (as applicable)
- Certifications of Subcontractors (as applicable)
- Photo documentation
  - Direction/orientation, date and time of photograph, and a description.
  - Photographs of sample locations will include a perspective and closeup.
- Analytical summary tables of sample results compared to appropriate action levels and comparing background concentrations to source characterization and target sample concentrations (or their SQLs as applicable)
- Laboratory analytical reports and validation reports
- Copies of Right of Entry Forms
- Copies of Field Notes
- Environmental Setting discussion
- Conceptual Site Model (CSM)
- Summary and recommendations
- Preliminary HHRA as outlined in Exhibit B of the EOI
- Mapping(displaying applicable distance rings)

- General site location
- Sample locations and concentrations
- 15-mile Target Distance Limit (TDL)
- Groundwater Well Locations within 4-miles
- Wetland frontage along the 15-mile TDL,
- Wetlands within the 4-mile TDL
- Population density within the 4-mile TDL.

The Final Report will include water supply data, nearest drinking water wells, the surface water segments, the downstream drinking water intakes with the stream mile distances, downstream wetlands and stream mile distances to these wetlands, downstream fisheries with stream mile distances, the flood frequency, the floodplain, and the record of annual precipitation. A map containing the analytical data (hot spots) will also be included.

**If requested, and as a separate project deliverable, Montrose will calculate a preliminary HRS site score using the US EPA Quickscore software.** The results of the preliminary HRS site score will be summarized and explained in a Draft Confidential HRS Confidential Memorandum to be submitted to the OER PM and US EPA Region III PM for review and comment. The Draft and Final Confidential Recommendations Letter will provide recommendations and supporting rational for the recommendations.

Montrose will prepare these documents in accordance with the applicable US EPA rules and guidance manuals. Based on comments received, we shall revise the report and submit one copy of the Final Report, Final HRS Confidential Memorandum and Final Confidential Recommendations Letter to the OER PM and US EPA Region III PM. The submittals will be electronic PDF format. At least two meetings will be held with the OER PM; the first meeting will be held prior to submittal of the Draft Final Report or Draft HRS Confidential Memorandum and Confidential Recommendations Letter, and the second meeting would be held prior to submittal of the Final Report or Final Confidential Recommendations Letters.

Montrose will submit the final SCRIBE database to WVDEP within two calendar weeks of the final receipt of validated analytical data. Should additional changes arise based on subsequent data review, promptly supply an updated Scribe database to WVDEP OER PM.

During the Task 4 report and confidential documents preparation process, Montrose will hold at least two meetings with the OER PM. The first meeting would be held prior to submittal of the Draft Final Report, Draft Confidential Recommendations Letter and Draft Confidential Memorandum, and the second meeting would be held to discuss the review of the Draft Final Report, Draft Confidential Recommendations Letters, and Draft Confidential Memorandum. At the completion of the work, the reports will be submitted electronically in PDF, along with the hard copies of the report if required by the OER PM and/or US EPA Region III SAM.

#### TASK 4 DELIVERABLES

- Draft and Final Report, including the Preliminary HHRA
- Draft and Final Confidential Recommendations Letter
- Draft and Final Confidential HRS Site Score Memorandums
- SCRIBE database download



Montrose commits to following the Sampling and Analysis Plan Section Descriptions provided in Appendix A and the HHRA Guidance in Appendix B of the Figgie International EOI.

Montrose understands that WVDEP, OER reserves the right to refuse payment if deadlines are not met, and that it is the responsibility of Montrose to keep the project on schedule.

#### **4.0 KEY PERSONNEL**

Staff experience and reference to our corporate environmental contaminants experience is provided in the provided CQQ. Primary personnel to be involved in this project include:

- Ms. Lydia Work, LRS – Respected Brownfield Professional and Chemist; leader of a strong team of local environmental professionals and Project Manager for the proposed Figgie investigation. Ms. Work is available in person, by phone (call or text), and email. Normal hours are 7 a.m. – 6 p.m. Monday through Friday. Her response time will be within 2 hours of contact. She has the ability, and availability, to travel for face-to-face meetings as needed.
- Ms. Patricia Hickman – Retired WVDEP Division Director and West Virginia Land Stewardship Corporation (WVLSC) WVDEP Executive Director; sought after expertise in Brownfield assessment, voluntary remediation program requirements, and remediation in West Virginia; over a dozen formal presentations related to Brownfields, showing a history of clear, tailored communication with stakeholders and industry leaders.
- Ms. Leah Mistick, LRS – Accomplished Environmental Professional with recent Superfund experience (Poca Dioxin Landfill); diverse experience leading field and reporting efforts associated with assessment and remediation of sites with soil, groundwater, surface water, sediment, and vapor considerations in a variety of conditions; currently several active projects within the state remediation program.
- Ms. Kelsey Morton – Quickly advancing, upwardly mobile young professional in the environmental field; expert in leading efficient and effective field teams and collecting data in accordance with state and federal guidance; recently performed sampling, data management, reporting, and CLP requirements for the Poca Dioxin Landfill Superfund project.
- Mr. Craig Petko, P.G. – Seasoned Professional Geologist with decades of assessment and remediation experience; mentor and leader in the Montrose team, with recent and current Superfund projects in multiple states.

More detail on key personnel is provided in the Consultant Questionnaire.

#### **5.0 QUALITY CONTROL / PROJECT COST CONTROL**

Montrose will closely follow the guidance found in *U.S. Environmental Protection Agency, December 1991. Regional Quality Control Guidance for NPL Candidate Sites. Office of Solid Waste and Emergency Response. Publication 9345.1-08.*



We have a recorded history of performing projects on time and within budget. However, Montrose understands that WVDEP, OER reserves the right to refuse payment if deadlines are not met, and that it is the responsibility of Montrose to keep the project on schedule.

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***EXAMPLE SAP***

***(Please refer to the previously submitted and approved  
Figgie International Field Sampling Plan  
as an example of our work product)***

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

State of West Virginia  
Centralized Expression of Interest  
Architect/Engr

<b>Proc Folder:</b> 1736767			<b>Reason for Modification:</b>
<b>Doc Description:</b> OER- EOI SEMS Evaluations			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-08-19	2025-09-10 13:30	CEOI 0313 DEP2600000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000011254

**Vendor Name :** Montrose Environmental Solutions, Inc.

**Address :** 2501 Chapline Street, Box 6562

**Street :**

**City :** Wheeling


**State :** WV **Country :** **Zip :** 26003

**Principal Contact :** Lydia M. Work

**Vendor Contact Phone:** 304-552-1442 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X**  **FEIN#** 87-2894310 **DATE** Sept 10, 2025

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

<b>ADDITIONAL INFORMATION</b>
The Acquisitions and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for the West Virginia Department of Environmental Protection Office of Environmental Remediation , from qualified firms to provide environmental work including, but not limited to: file reviews, executive summaries, Preliminary Assessments, environmental media sampling, sampling reports, Hazard Ranking System ("HRS") QuickScore score generation, data validation, document and/or figure generation, site visits, investigation-derived waste ("IDW") characterization and disposal, oversight activities, or any other necessary activity per the attached specifications and terms and conditions.

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

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI - Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
EOI- Professional engineering services

<b>SCHEDULE OF EVENTS</b>		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

	Document Phase	Document Description	Page 3
DEP2600000002	Final	OER- EOI SEMS Evaluations	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## **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 \_\_\_\_\_. 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 \_\_\_\_\_ 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 a 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: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

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

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

☐☐☐☐

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

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

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**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) Lydia M. Work, LRS, Director of Operations, Principal Chemist

(Address) 1140 Valley Forge Road, Valley Forge, PA 19482


(Phone Number) / (Fax Number) P: 304-552-1442; F: 610-840-9199

(email address) lwork@montrose-env.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.

Montrose Environmental Solutions, Inc.

(Company) 

(Signature of Authorized Representative)

Lydia M. Work, LRS, Director of Operations, Principal Chemist Date: 09/10/2025

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

P: 304-552-1442; F: 610-840-9199

(Phone Number) (Fax Number)

lwork@montrose-env.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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: None.  
(Check the box next to each addendum received)

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

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

Montrose Environmental Solutions, Inc.

Company



Lydia M. Work, LRS, Director of Operations, Principal Chemist

Authorized Signature

09/10/2025

Date

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