

Solicitation Response(SR) Dept: 0310 ID: ESR0618200000007736 Ver.: 1 Function: New Phase: Final

Modified by batch , 06/23/2020

Header 1



General Information Contact Default Values Discount Document Information

Procurement Folder: 722742	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 000000207121	SO Doc ID: DNR2000000060
Legal Name: HYDROCARBON WELL SERVICES INC	Published Date: 6/13/20
Alias/DBA:	Close Date: 6/23/20
Total Bid: \$89,450.00	Close Time: 13:30
Response Date: 06/18/2020	Status: Closed
Response Time: 13:24	Solicitation Description: Addendum No.02 - Plugging Project API #4708505813
	Total of Header Attachments: 1
	Total of All Attachments: 1

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
North Bend State Park – Plugging of Gas Well

Pricing Page
Exhibit A

Name of Vendor:

Hydrocarbon Well Services, Inc.

Address of Vendor:

PO Box 995
Buckhannon, WV 26201

Phone Number of Vendor:

(304) 472-9600

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 89,450.00

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Eighty Nine Thousand Four hundred fifty and 00/100

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hydrocarbon Well Services, Inc.
of P.O. Box 995, Buckhannon, WV 26201 as Principal, and Hudson Insurance Company
of 100 William St New York, New York a corporation organized and existing under the laws of the State of Delaware
Delaware with its principal office in the City of New York, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of bid amount 5% of bid amount for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DNR 2000000060-Plugging Project API #4708505813 Cokeley Campground

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 18 day of June, 2020

Principal Seal

Hydrocarbon Well Services, Inc.
(Name of Principal)

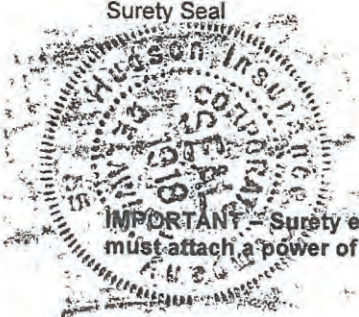
By [Signature]
(Must be President, Vice President, or Duly Authorized Agent)

President
(Title)

Hudson Insurance Company
(Name of Surety)

[Signature]
Attorney-in-Fact

Surety Seal



IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**John C. Thompson, Jr., Timothy W. Dyer,
Nicholas P. Dyer and Traci E. Swann
of the State of West Virginia**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.
(Corporate seal)

Attest.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Clifone
Michael P. Clifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Clifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021



CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 18 day of June, 20 20.
(Corporate seal)

By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*60

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.

Hydrocarbon Well Services
Company

[Signature]
Authorized Signature

6/14/2020
Date

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



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

I, Brian James, after being first duly sworn, depose and state as follows:

1. I am an employee of Hydrocarbon Well Services; and,
(Company Name)
2. I do hereby attest that Hydrocarbon Well Services
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Brian James

Signature: [Handwritten Signature]

Title: President

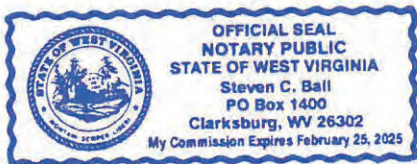
Company Name: Hydrocarbon Well Services

Date: 6/2/2020

Taken, subscribed and sworn to before me this 2nd day of June, 2020.

By Commission expires Feb 25, 2025

(Seal)



[Handwritten Signature]
(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Hydrocarbon Well Services

Authorized Signature: [Signature] Date: 6/2/2020

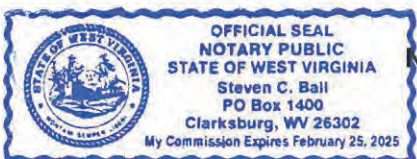
State of WV

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of June, 2020.

My Commission expires Feb 25, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC


[Signature]

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.

BRIAN JARVIS, President
(Name, Title)
BRIAN JARVIS
(Printed Name and Title)
70 Box 995 Buckhannon, WV 26201
(Address)
(304) 472-9600
(Phone Number) / (Fax Number)
hydrocarbon@hydrocarbonwell.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Hydrocarbon Well Services
(Company)

 BRIAN JARVIS, President
(Authorized Signature) (Representative Name, Title)

Brian Jarvis President
(Printed Name and Title of Authorized Representative)

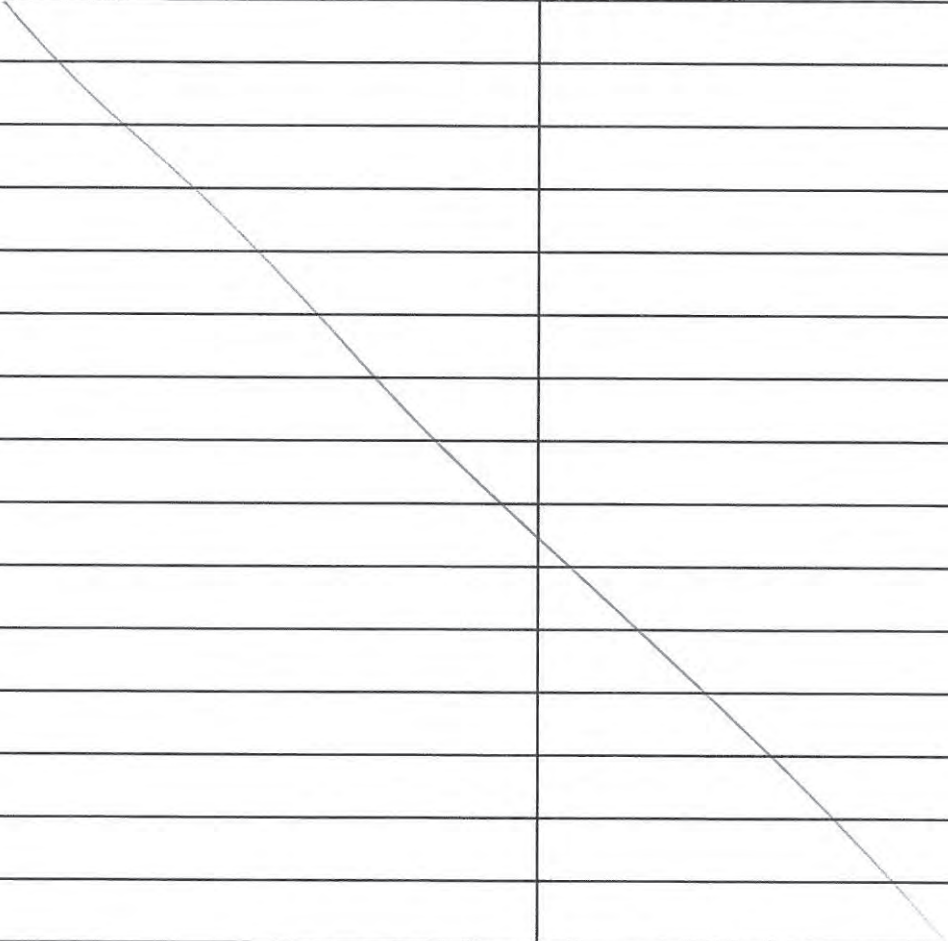
6/2/2020
(Date)

(304) 472-9600
(Phone Number) (Fax Number)

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Hydrocarbon Well Services

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
	

Attach additional pages if necessary.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV014738

Classification:

SPECIALTY

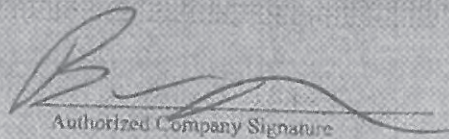
HYDROCARBON WELL SERVICE INC
DBA HYDROCARBON WELL SERVICE INC
PO BOX 995
BUCKHAMMON, WV 26201

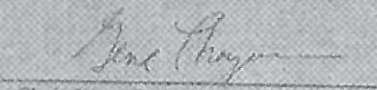
Date Issued

JULY 14, 2019

Expiration Date

JULY 14, 2020


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site performed. This license number must appear in all advertisements, on all bid submissions and on all binding contracts. This license cannot be assigned or transferred by licensee. Issued under Virginia Code, Chapter 21, Article 11.

RECORDED
INDEXED
JUL 14 2019
07 01
THE ACCOMPANYING BILL OR V
ASSIGNED TO THE SUBSCRIBER
THE DAY AFTER THE DATE

GENERAL FISCAL
REGISTRATION NUMBER
STATE
COUNTY
DATE
BACK 1978

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – STATE PARKS AND REC
NORTH BEND STATE PARK - PLUGGING OF GAS WELL

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of NORTH BEND STATE PARK to establish a contract for PLUGGING OF ABANDONED GAS WELL (API# 4708505813) ON COKELEY CAMPGROUND.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means PLUGGING OF ABANDONED DEEP GAS WELL (API# 4708505813) as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Vendor must have a valid West Virginia Contractors License
4. **MANDATORY REQUIREMENTS:**
 - 4.1. **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1. The successful bidder shall provide appropriate equipment, materials, labor and professional services for the plugging of the natural gas well and the reclaiming of all land disturbed in association with the plugging operations in accordance with West Virginia Code § 22-6 <http://code.wvlegislature.gov/22-6/>.

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – STATE PARKS AND REC
NORTH BEND STATE PARK - PLUGGING OF GAS WELL

- 4.1.2. Vendor must perform all necessary investigative actions to determine the depth of subject well (API# 4708505813), production history, well logs, abandonment dates, use, as well as any other information deemed necessary in order to provide a quotation for this contemplated work.
 - 4.1.2.1. In the event that this information is not available, Vendor must research similar wells on the Cokeley Farm property that has been previously and successfully capped by a registered Contractor. Vendor may extrapolate that data in order to make reasonable assumptions that this subject well is similar to those previously capped.
- 4.1.3. Vendor must work with the West Virginia Division of Environmental Protection to secure any and all necessary permits for the Plugging of this well.
- 4.1.4. Vendor must secure any and all necessary bonds for the Plugging of this well. Work must include collaboration with the Little Kanawha Soil Conservation District who is currently holding the bond to this well facility.
- 4.1.5. Vendor must perform all necessary excavation work at the well site.
- 4.1.6. Vendor must perform all necessary plugging work at the state's WVDEP minimum standards.
- 4.1.7. Vendor must install necessary monument.
- 4.1.8. Vendor must reclaim any disturbed land back to its original condition.
- 4.1.9. Vendor must complete all necessary close out paperwork and reporting to the WV DEP.

5. CONTRACT AWARD:

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

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – STATE PARKS AND REC
NORTH BEND STATE PARK - PLUGGING OF GAS WELL

5.2. Pricing Page: Vendor should complete the Pricing Page by completing the page in its entirety. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay lump sum fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – STATE PARKS AND REC
NORTH BEND STATE PARK - PLUGGING OF GAS WELL

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Kevin Metz

Telephone Number: 304 472 9600

Fax Number: 304 472 9603

Email Address: Kevin.metz@hydrocarbonwell.com