

REQUEST FOR PROPOSALS

RFP NUMBER: CSP905520
INDEX NUMBER: DNR110
UNSPSC CATEGORY: 71141100 and 71120000

The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Department of Natural Resources (ODNR), Division of Oil and Gas Resources Management (DOGRM), is requesting proposals for:

ORPHAN WELL – OIL AND GAS PROJECTS

RFP ISSUED: December 20th, 2019
INQUIRY PERIOD BEGINS: December 20th, 2019 at 8:00am
PRE-PROPOSAL CONFERENCE: January 8th, 2020 at 10:00am
INQUIRY PERIOD ENDS: January 13rd, 2020 at 08:00am
PROPOSAL DUE DATE: January 20th, 2020 by 1:00pm

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials because the state will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

This RFP consists of five (5) parts and eleven (11) attachments, totaling 85 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

PURPOSE. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Department of Natural Resources (ODNR), Division of Oil and Gas Resources Management (DOGRM), (the Agency), is soliciting competitive sealed proposals (Proposals) for ORPHAN WELL – OIL AND GAS PROJECTS and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State of Ohio (State), through DAS, may enter into a contract (the Contract) to add the selected Offeror (the Contractor) as eligible to perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date through 12/31/20, unless extended as part of contract number CSP904016 per the terms and conditions of the contract. The State may solely renew this Contract at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed two years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in DAS refusing to consider the Proposal of the Offeror.

Any award made as a result of this proposal will become a part of Contract No. CSP904016 effective upon award. Those suppliers already on the Contract do not need to submit a proposal to remain on the contract.

MULTIPLE AWARD CONTRACT. This RFP is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Attachment Four, of this RFP, the Offeror certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Offeror affirms that, as applicable to the Offeror, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

BACKGROUND. The Agency is responsible for regulating Ohio's oil and natural gas industry for the protection of all Ohioans and our environment while ensuring the state's abundant natural resources are managed properly. "Idle and orphaned well" means a well for which a bond has been forfeited or an abandoned well for which no money is available to plug the well in accordance with ORC 1509 and rules adopted under it. The Orphan Well - oil and gas projects on which selected Contractors may be requested to submit bids for oil and gas projects that have been deemed by the Agency to be idle and orphaned wells ("Orphan Wells") or remediation at well sites, and that will be plugged or remediated with monies from bonds that have been forfeited and/or monies from the Oil and Gas Well Fund. These projects will vary in geographical area, depth and condition. A site-specific Scope of Work, listing the Agency's requirements for each Orphan Well – oil and gas project will be provided to the prequalified Contractors for each project.

OFFEROR QUALIFICATIONS. The State will prequalify contractors with experience plugging oil and gas wells and remediation of oil and gas well sites. The prequalified contractors will be notified of the bid opportunities of new site-specific projects by the Agency representative(s) detailing well specifications and plugging and other requirements. The State may limit bidding on projects to bidders who have performed plugging services or remediation services on similar types of wells or well sites in similar geographic areas and have the equipment and personnel necessary to successfully complete the Work.

OBJECTIVES. DAS has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Work. The State is seeking to prequalify Contractors who are interested in providing the Ohio Department of Natural Resources, Division of Oil & Gas Resources Management, services for plugging, remediation, and restoration in connection with orphan well projects. As used herein, "plugging" and "plugging projects" include the plugging of wells and the restoration of the land surface disturbed by plugging.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

Firm Dates

RFP ISSUED:	December 20th, 2019
INQUIRY PERIOD BEGINS:	December 20th, 2019 at 8:00am
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PROPOSAL DUE DATE:	January 20th, 2020 by 1:00pm.

Estimated Dates

Contract Award Notification:	TBD
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NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

The Pre-proposal conference will be held at the following location:

Ohio Department of Natural Resources
Division of Oil and Gas Resources Management
Building F-1
2045 Morse Road
Columbus, Ohio 43229
616.265.6644

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFPORGANIZATION.PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Summary
5-A	Offeror Profile Form
5-B	Offeror Prior Project Form
5-C	Offeror Prior Project Form
5-D	Offeror Prior Project Form
5-E	Offeror Prior Project Form
5-F	Offeror Prior Project Form
Attachment Six	Offeror References
Attachment Seven	Offeror's Candidate Summary
7-A	Offeror's Candidate References
7-B	Offeror's Candidate Education, Training
7-C	Offeror's Candidate Experience
Attachment Eight	Offeror Performance Form
Attachment Nine	Cost Summary Form
Attachment Ten	Table s1.1 Compliance with General Scope Requirements in Reference Wells
Attachment Eleven	Hypothetical Site-Specific Scope of Work

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS. The following person will represent DAS:

Terry Spiropoulos, CPPB
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Quick Links Menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click "Search" button.
5. On the Procurement Opportunity Search Results page, click the hyperlinked Document Number.
6. On the Procurement Opportunity Search Details page, click on the blue box with the words "Submit Inquiry".
7. On the Opportunity Document Inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
 - b. Representative's business phone number.
 - c. Representative's company name
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
 - a. Reference the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. Enter the Confirmation Number at the bottom of the page
10. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the "Quick Links" menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click the "Search" button.
5. On the Procurement Opportunity Search Detail page, click on the blue box with the words "View Q and A".
6. All inquiries with responses submitted to date are viewable.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.

DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

PROTESTS. Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual offeror objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
 - a. The name, address, and telephone number of the protester;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by DAS;
 - e. A statement as to the form of relief requested from DAS; and
 - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of the agency, if it is received by the DAS, Office of Procurement Services (OPS) within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
 - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

SUBJECT: CSP905520 DNR110

This protest language only pertains to this RFP offering.

ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the "Quick Links menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click the "Search" button.
5. On the Procurement Opportunity Search Results page, click the hyperlinked Document Number.
6. On the Procurement Opportunity Search Detail page, under "Associated PDF Files", links to one or more Addendums, will be displayed. Click on the addenda hyperlink to view.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Technical Proposal and Cost Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP905520 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP905520 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and five (5) copies for a total of six (6) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered.

If an Offeror includes in its proposal confidential, proprietary, or trade secret information, it must also submit a complete redacted version of its Technical Proposal in accordance with Confidential, Proprietary or Trade Secret Information that follows. Offerors shall only redact (black out) language that is exempt from disclosure pursuant to Ohio Public Records Act. Offerors must also submit an itemized list of each redaction with the corresponding statutory exemption from disclosure. The redacted version must be submitted as a paper copy as well as an electronic copy on CD ROM in a searchable PDF format. The redacted version, as submitted, will be available for inspection and released in response to public records requests. If a redacted version is not submitted, the original submission of the proposal will be provided in response to public records requests.

Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. DAS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION. DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the State of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law.

Unless specifically requested by the State, an Offeror should not voluntarily provide to DAS any information that the Offeror claims as confidential, proprietary or trade secret and exempt from disclosure under the Ohio Revised Code or another provision of law. Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Confidential, proprietary or trade secret information should not be voluntarily included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the State requests from the Offeror, or if the Offeror chooses to include, information it deems confidential, proprietary or trade secret information, the Offeror may so designate information as such and request that the information be exempt from disclosure under the Ohio Revised Code or another provision of law. The Offeror must clearly designate the part of the proposal that contains confidential, proprietary or trade secret information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal in both electronic and paper (hard) format. Both electronic and paper (hard) copies shall be clearly identified as either 'ORIGINAL COPY' or 'REDACTED COPY'. Failure to properly redact and clearly identify all copies will result in the State treating all information in the original proposal as a public record.

DAS will review the claimed confidential, proprietary or trade secret information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary does not meet a statutory exception to disclosure, DAS will inform the Offeror, in writing, of the information DAS does not consider confidential.

Upon receipt of DAS' determination that all or some portion of the Offeror's designated information will not be treated as exempt from disclosure, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that DAS evaluate the Proposal without the claimed confidential, proprietary or trade secret information; or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information.

In submitting a proposal, each Offeror agrees that DAS may reveal confidential, proprietary and trade secret information contained in the proposal to DAS staff and to the staff of other state agencies, any outside consultant or other third parties who serve on an evaluation committee or who are assisting DAS in development of specifications or the evaluation of proposals. The State shall require said individuals to protect the confidentiality of any specifically identified confidential, proprietary or trade secret information obtained as a result of their participation in the evaluation.

Finally, if information submitted in the Proposal is not marked as confidential, proprietary or trade secret, it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.
3. Proposal Evaluation. The DAS procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The evaluation committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The evaluation committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the evaluation committee will first decide how to incorporate the results in the scoring of the Proposals. The evaluation committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

DAS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's proposal being disqualified.
5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their proposed Work Plan to the evaluation committee.
6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.
 - a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

- b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to

rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

- c. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

- d. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

DAS generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

- e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.
8. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.
9. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited, to its performance with other local, state, and federal entities. DAS reserves the right to check references other than those provided in the Offeror's Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

10. Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the Offeror which may include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, the State may still request that an Offeror submit audited financial statements for up to the past three (3) years if the State is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, if requested, the State will review the documentation provided by the Offeror to determine if the Offeror's financial position is adequate or inadequate. If the State believes the Offeror's financial ability is not adequate, the State may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

Determining the Offeror's ability to meet the minimum requirements is the first step of the DAS evaluation process. The Offeror must demonstrate, to DAS, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment Two of the RFP document for additional instructions.)

DAS will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS and DAS may not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements	Accept	Reject
NONE		

If the State receives no Proposals meeting all of the Mandatory Requirements, the State may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to DAS, in Tab 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, the evaluation committee rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The maximum available points allowed in this RFP are distributed as indicated in Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Available Points
Proposal Technical Requirements	500 Points
Proposal Cost	50 Points
Maximum Available Points	550 Points

DAS will apply the Veterans Friendly Business Enterprise preference as required by ORC 9.318 and OAC 123:5-1-16.

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Offeror Profile/Company Profile (Tab 4 of Proposal)			
1. Offeror Profile-The Offeror must submit a detailed Offeror Profile (Attachment Five A) that describes the company history, past similar project experience and current capability and capacity to perform the work under this RFP.	25		
In addition, please include the following:			
a. Number of years of experience in plugging oil/gas wells in the State of Ohio and/or neighboring states.	5		
b. List a minimum of three (3) oil/gas wells plugged in the past five (5) years, specifying the location and depth of each well and the person or entity with whom the Offeror contracted for the plugging of each well, in the Offeror Prior Project Form (Attachment Five B through D).	5		
c. List of any unresolved compliance matters initiated by ODNR, the Ohio Environmental Protection Agency, the Ohio Bureau of Workers Compensation, the Ohio Department of Taxation or any other department or agency of the State of Ohio against Offeror.	5		

Offeror Prior Projects (Tab 5 of Proposal)			
2. For each of the oil/gas well plugging jobs listed in the Offeror Profile, the Offeror must complete Attachment Ten-Table S1.1 Compliance with General Scope Requirements in Reference Wells, indicating the level of compliance with each of the General Scope of Work requirements. Additionally, the Offeror shall submit an Offeror's Reference form (Attachment Six) for at least three of the persons or entities for whom Offeror performed well plugging services, as listed in Attachment Five B through D.	25		
Personnel Profile(s)/ Offeror's Candidate Profile(s) (Tab 6 of Proposal)			
3. The Offeror must submit a list of the key, qualified personnel, including a supervisor/project manager/rig operator, which would be involved in the Work. The key staff must have experience with projects of a similar size, scope and nature to this RFP's requirements. The list of key personnel must include a brief description of each key person's experience in plugging wells and performing restoration work, and licenses which may relate to the plugging of wells and/or performing restoration work.	25		
Offerors Qualifications (Tab 7 of Proposal)			
4. The Offeror must fully list:			
a. Those items of equipment generally used in the plugging of wells and site restoration to which the Offeror has immediate and exclusive access. (Please indicate for each item of equipment whether it is owned, leased or subcontracted.)	5		
b. All subcontractors generally utilized in performing oil/gas well plugging and/or well site restoration. The list of generally utilized subcontractors should include their name, tax identification number, phone number, email address, and mailing address. A brief description of the work that the subcontractor generally performs, and the subcontractor's experience in performing such work should be provided.	5		

Total Technical Score: _____

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

COST PROPOSAL POINTS. DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Available Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Available Cost Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum available points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum available points possible for this criterion.

An example for calculating cost points, where Maximum Available Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum available 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum available points, or a total of 50 points.

Cost Score: _____

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. DAS plans to award the Contract based on the schedule in the RFP, if DAS decides the Project is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

The Contractor shall furnish all labor, materials, utilities, equipment, permits, tools, services and operations required to complete the plugging and of orphan wells throughout Ohio and/or remediation of well sites. The Agency will perform property title research to all orphan wells. The Contractor shall complete all activities requested by the Agency's requirements in a professional manner and as described in the Agency's Scope of Work. A Contractor shall maintain the quality of workmanship at a high standard while meeting schedule timelines.

All Contractors must have an in-depth knowledge and the proper equipment to perform the procedures that are applicable to plugging wells and/or performing wellsite remediation within the State of Ohio, including, but not limited to knowledge of the following:

- I. Oil/gas well site evaluation in order to concisely and accurately determine the costs of the Work;
- II. Oil/gas well site preparation for plugging, including safe and proper welding, excavating, and grading methods;
- III. Oil/gas well construction, including casing and production equipment, oil and brine storage equipment, and equipment related to natural gas production and sales;
- IV. Oil/gas well plugging methods, including the different types of equipment and/or materials that were historically used to plug oil and gas wells such as tapered plugs, steel or granite balls, brush and stone plugs, and clay. Additionally, extensive knowledge of the methods to remove these and other obstructions from the well bore including drilling, milling, and fishing procedures;
- V. Oil/gas well casing installation and cementing procedures including the use of bridge plugs, packers, centralizers, and cement baskets.
- VI. Oil/gas well plugging procedures, including an extensive knowledge of current plugging methods and equipment involving the use of grout, cement, and /or clay;
- VII. Oil/gas well equipment decommissioning and salvage involving pumping equipment, oil and brine storage tanks, separators, flow and sales lines, and well casing, tubing, rods and associated equipment.
- VIII. Oil/ gas well site restoration procedures, including proper grading, sedimentation control, seeding, and mulching methods;
- IX. Oil/gas well site remediation due to petroleum releases at the site including the proper storage, transportation, and disposal of petroleum impacted soil and fluid caused by a release at the well site;

All work must be performed in accordance with ORC Chap. 1509, OAC Chap. 1501:9, and contracts with the Agency. The Contractor and/or subcontractors will obtain, and keep in effect, all permits, licenses, and certifications required to perform the Work.

Subject to the Contractor's compliance with the site-specific Scope of Work, the Contractor will be solely responsible for and will have control over all plugging means, methods, manners, techniques, sequences, procedures, safety precautions, and programs.

CONTRACTOR RESPONSIBILITIES. The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART TWO: SPECIAL PROVISIONS

SUPPLEMENTAL RFP: Any award made as a result of this proposal will become a part of Contract No. CSP904016 effective on the later of February 1, 2020 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form after the Agency approves the receipt of product(s) and continued completion of all deliverables.

PROJECT ASSIGNMENT PROCESS

I. Projects may consist of one or more wells or wellsite's grouped together. Each project will have a unique name and number. All new project notifications and supporting documents will be placed on the Ohio Department of Natural Resources (ODNR) Website for review and response. Electronic mail notification will be sent to all Contractors listed on DNR110 Contract. Project notifications and supporting documents may include site locations, dates, submission instructions, and other necessary information.

II. Project submissions received will be considered for completeness of statement of work (SOW), cost and funding availability.

III. Outcomes of the Project Assignment Process will be posted to the ODNR website.

DOCUMENTS TO BE SUBMITTED FOR PAYMENT

The Contractor's payment request(s) must be submitted to the Division by regular mail to 2207 Reiser Avenue, SE, New Philadelphia, Ohio 44663. The Contractor's payment request(s) must be submitted on a form furnished by the Division. Each request for payment must be signed by the Contractor and the Contractor must certify on the form that:

I. The request for payment is accurate as to materials and the work completed under the terms and conditions of the Scope of Work and any Change Order or Field Order, as applicable, including full compliance with all labor provisions; and

II. All subcontractors and material suppliers have been paid for the work or materials that are applicable to all previous payment requests. As certification, each request for payment, at the Division's request, may need to be accompanied with a properly executed "Waiver of Liens" from all subcontractors and material suppliers to show that all previous payments made by the Division to the Contractor have been applied to fulfill, in full, all of the Contractor's obligations reflected in prior requests for payment.

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT. Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Personnel Profile Summary
8. Work Plan
9. Support Requirements
10. Conflict of Interest Statement
11. Assumptions
12. Proof of Insurance
13. Payment Address
14. Contract Performance
15. W-9 Form and Supplier Registration
16. Affirmative Action Plan
17. Prohibition of the Expenditure of Public Funds for Offshore Services
18. Cost Summary Form

REQUIREMENTS:

1. **Cover Letter.** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
 - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
 - b. A list of the people who prepared the Proposal, including their titles.
 - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
 - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
 - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
 - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
 - 3) A description of the work the subcontractor will do.
 - 4) A commitment to do the work if the Offeror is selected.
 - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
 - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.
- m. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in Attachment Three, Part Seven of this RFP.
- n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
 - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
 - 2) A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the State of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from DAS.

(Insert Company name) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the State of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has

made an investment in its business. Moreover *(Insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(Insert Company name)* or any of the personnel provided by *(Insert Company name)*, the Agency, or the Department of Administrative Services.

(Insert Company name) affirms that the individuals supplied under the Contract are either: (1) employees of *(Insert Company name)* with *(Insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(Insert Company name)*.

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(Insert Company name) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the State of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

If the Offeror qualifies as a Veteran Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5-1-01 (KK), the certification must also contain the following sentence:

(Insert Company name) affirms that they are certified as a Veteran Friendly Business Enterprise as defined by Ohio Revised Code 9.318 and Ohio Administrative Code 123:5-1-01(KK).

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).
4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Summary Form as Attachment Five A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form as Attachment Six. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal.

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

- a. **Contact Information.** The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
- b. **Project Name.** The name of the project where the mandatory experience was obtained and/or service was provided.
- c. **Dates of Experience.** Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- d. **Description of the Related Service Provided.** The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.
- e. **Description of how the related service shows the Offeror's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.**
- f. **The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.**

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. **Staffing Plan.** The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:
 - a. A matrix matching each key team member to the staffing requirements in this RFP.
 - b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
 - c. A discussion of the Offeror's ability to provide qualified replacement personnel.
 - d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the evaluation committee believes that doing so will be detrimental to the Offeror's performance.
7. **Personnel Profile Summary.** This RFP includes Offeror Candidate Forms as Attachments Seven A, B and C. The Offeror must use these forms and fill them out completely for each key candidate referenced. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

All candidate requirements must be provided using the Offeror Candidate Forms (See Attachments Seven A, B and C.) The various sections of the form are described below:

- a. **Candidate References.** If fewer than three (3) projects are provided, the Offeror must include information as to why fewer than three (3) projects were provided. The State may disqualify the proposal if fewer than three (3) projects are given. (Refer to Attachment Seven A.)

For each reference the following information must be provided:

- 1) **Candidate's Name.**
- 2) **Contact Information.** The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference experience in the evaluation process.

- 3) Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- 4) Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.
- b. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. Must include copies of any pertinent licenses and or certificates. (Refer to Attachment Seven B.)
- c. Required Experience and Qualifications. This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the required requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Seven C.)

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

8. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One Part One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

9. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
 - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
 - b. Assistance from State staff and the experience/qualification level required; and
 - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

10. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.)

and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

11. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
12. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two. The policy may be written on an occurrence or claims made basis.
13. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
14. Contract Performance. The Offeror must complete Attachment Eight, Offeror Performance Form.
15. W-9 Form and Supplier Registration. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form. At least one (1) original (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of this form. If a subsidiary company is involved, Offerors must have an original W-9 for both the parent and subsidiary companies. In addition, the Offeror must be registered as a supplier with the State through the Supplier Portal. Registration can be completed or confirmed at: <https://supplier.ohio.gov>
16. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<https://eodreporting.oit.ohio.gov/affirmative-action>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

17. Offshore Services. The Contractor must complete the Contractor/Subcontractor [Affirmation and Disclosure](#) form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.
18. Cost Summary Form. The Cost Summary Form (Attachment Nine) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the initial term of the contract. No price change shall be effective without prior written consent from DAS, OPS.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

The State shall not be liable for any costs the Offeror does not identify in its Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

TERM. Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State.

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that are already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

REIMBURSABLE EXPENSES. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

CERTIFICATION OF FUNDS. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under ORC Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio.

If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS. DAS requires suppliers and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those suppliers and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a supplier or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

ELECTRONIC COMMERCE PROGRAM. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The contractor is encouraged to move toward compliance with electronic commerce technologies as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <https://budget.ohio.gov/StateAccounting/edi/default.aspx> for additional information regarding E-Commerce.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: WORK & CONTRACT ADMINISTRATION

RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. The Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INSURANCE. Until all obligations under this Agreement or any Order are satisfied, and without limiting Contractor's indemnification obligations under Indemnity, Contractor shall provide and maintain the insurance policies set forth below. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from AM Best or a comparable rating agency. Contractor shall also cause each of its Subcontractors to comply with all requirements in this Section.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies; the general aggregate limit shall apply separately to each project. Defense costs shall be outside the policy limits.
2. Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$500,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold State of Ohio harmless from loss or liability for such.

The Insurance obligations under this agreement shall be the minimum insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions: Additional Insured Status

Except for Workers' Compensation, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials, and employees shall be excess of the Contractor's insurance and shall not contribute with it.

Umbrella or Excess Insurance Policies

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation

Contractor shall provide State of Ohio with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Waiver of Subrogation

Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Verification of Coverage

Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

STATE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

REPLACEMENT PERSONNEL. If the Offeror's Proposal contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the State except as provided below.

The Contractor may remove a person listed in its Proposal from the Project if doing so is necessary for legal or disciplinary reasons. The Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two (2) qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines will provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual working on the Project if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people in the Proposal.

CONTRACT NON-COMPLIANCE. A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

The Agency must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The Agency will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.
 - a. For any infractions not immediately remedied by the Contractor, the Agency will notify DAS through a Complaint to Supplier (CTV) to help resolve the infraction.
 - b. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

SUSPENSION AND TERMINATION. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

The Contractor may, at its discretion, request termination with a minimum 60 day notice in writing. The State will review the request and respond in writing to the Contractor with its findings.

CONTRACT REMEDIES.

1. **Actual Damages.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.
3. **Deduction of Damages from Contract Price.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Agency Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Agency Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Project and maintaining them throughout the duration of this Contract.

CHANGES. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

EXCUSABLE DELAY. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

INDEPENDENT STATUS OF THE CONTRACTOR. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>).

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that Contractor is a "Business entity" as the term is defined in O.R.C. 145.037.

Publicity. The Contractor will not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of this Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the State; or (6) Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) Notifies the State of such order immediately upon receipt of the order and (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

HANDLING OF THE STATE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

LICENSE IN COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State secrets. Otherwise, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.

5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) Remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was

written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor's work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract.
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

AMENDMENTS – WAIVER. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

HEADINGS. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

CONTINUING OBLIGATIONS. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

1. Ethics Law

All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

2. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://gateway.ohio.gov>. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: <https://eodreporting.oit.ohio.gov/affirmative-action>.

INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

GOVERNING LAW. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

ORC 9.76(B). Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP CSP905520, entitled ORPHAN WELL – OIL AND GAS PROJECTS is between the State of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Natural Resources (ODNR), Division of Oil and Gas Resources Management (DOGRM) (the "State") and

(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of February 1, 2020 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____ (Contractor)	<u>Department of Administrative Services</u> (State of Ohio Agency)
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Matthew M. Damschroder</u> (Printed Name)
_____ (Title)	<u>Director, Department of Administrative Services</u> (Title)
_____ (Date)	_____ (Date)

ATTACHMENT FIVE A
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE B
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.		

ATTACHMENT FIVE C
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.		

ATTACHMENT FIVE D
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.		

ATTACHMENT SIX
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (5) years

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

ATTACHMENT SEVEN A
OFFEROR'S CANDIDATE REFERENCES

Candidate's Name: _____

Candidate's Proposed Position: _____

Three (3) professional references who have received services from the candidate in the past three (3) years

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

ATTACHMENT SEVEN B
OFFEROR'S CANDIDATE INFORMATION
EDUCATION AND TRAINING

Candidate's Name: _____

Education and Training: This section must be completed to list the education and training of the proposed candidate.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT SEVEN C
OFFEROR'S CANDIDATE EXPERIENCE REQUIREMENT

Candidate's Name: _____

Candidate's Proposed Position: _____

Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
	E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
	E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
	E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		

ATTACHMENT EIGHT
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so, provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Offeror's proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

ATTACHMENT NINE
COST SUMMARY FORM

RFP TITLE: ORPHAN WELL – OIL AND GAS WELL PLUGGING PROJECTS
RFP NUMBER: CSP906119
INDEX NUMBER: DNR110
UNSPSC CATEGORY: 7114110

Cost Estimate
Any County, Any Township
Well Name: John Smith #1
Permit Number: 34-000-0-0000

TD = 2550'- Clinton Formation

Description	Unit Price	Quantity	Unit	Item Total
Mobilization		1	Lump Sum	\$ -
Traffic Maintenance		1	Lump Sum	\$ -
Clearing & Grubbing		1	Lump Sum	\$ -
Site Safety		1	Lump Sum	\$ -
Secondary Containment		1	Lump Sum	\$ -
Silt Fence		200	Linear Ft	\$ -
Well Head Control		1	Lump Sum	\$ -
Well Control Fluid		75	BBLs	\$ -
Conductor (13.625")		20	Linear Ft	\$ -
Surface Casing (8.25" STC)		100	Linear Ft	\$ -
Class "A" Cement (Surface Casing)		110	Sacks	\$ -
Logging		1	each	\$ -
Well Preparation & Plugging		1	Lump Sum	\$ -
Tubing/Drill Pipe		1	Lump Sum	\$ -
Class "A" Cement (Plugging)		110	Sacks	\$ -
Cement Mixing & Pumping		2	each	\$ -
Nine Sack Grout (Surface Plug)		5	C.Y.	\$ -
Fluid Disposal		125	BBLs	\$ -
UIC#: _____				
Contaminated Material Disposal		5	Tons	\$ -
Disposal Facility: _____				\$ -
Site Restoration		1	Lump Sum	\$ -
No. 57 Stone		20	Tons	\$ -
Demobilization		1	Lump Sum	\$ -
Total Encumbrance:				\$ -

(Continued on next page)

ATTACHMENT NINE (Cont'd.)
COST SUMMARY FORM

Additional/Contingency Services

Alternative Well Control Fluid	<u> </u>	25	BBLs	<u>\$</u>	<u>-</u>
Downhole Videography	<u> </u>	1	Each	<u>\$</u>	<u>-</u>
Fishing	<u> </u>	20	Hours	<u>\$</u>	<u>-</u>
Milling	<u> </u>	20	Hours	<u>\$</u>	<u>-</u>
Shooting	<u> </u>	2	Each	<u>\$</u>	<u>-</u>
Cutting/Ripping	<u> </u>	2	Each	<u>\$</u>	<u>-</u>
Lost Circulation Materials	<u> </u>	2	Each	<u>\$</u>	<u>-</u>
Total Contingency:				<u>\$</u>	<u>-</u>

ATTACHMENT TEN
DELIVERABLES

1. Equipment - The Contractor shall provide a work plan with its bid. All equipment listed in the work plan and/or used on State awarded projects will meet or exceed all manufacturer safety requirements and those of local, state, and federal agencies. The manufacturer ratings of all equipment listed in the work plan and/or used on State awarded projects will meet or exceed those required to perform work for each project. The Ohio Department of Natural Resources, Division of Oil & Gas Resources Management ("ODNR") reserves the right to inspect the equipment prior to the Recommendation of Award to assure that the safety and capability requirements have been met.

If a delay in completing the project is caused by a mechanical breakdown of his equipment, the Contractor will repair this equipment in a timely manner. A "mechanical breakdown" means the failure of a part on the equipment due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. When a part fails to perform under normal use and within the equipment manufacturer's specified tolerances, a mechanical breakdown will be considered to have occurred. A mechanical breakdown does not include gradual reduction in operating performance as a result of normal wear and usage due to the failure of the Contractor to perform regular maintenance and/or the Contractor exceeding the manufacturer established tolerances defining failure and serviceability of the part.

2. Notifications – The Contractor shall provide the following notifications:
 - a. 48 Hour Notice - Prior to initiating well plugging operations, the Contractor shall give a minimum of 48 hours' notice to the landowner, persons residing within 100 feet of the well, the local fire department, and the responsible oil and gas resources inspector (the "Inspector"). In the event that the Inspector cannot be contacted, the Contractor will contact the appropriate regional office of ODNR. Notice may be either written or oral.
 - b. Two (2) Working Day Notice - In addition, the Contractor, the Contractor's agents, representatives, sub-contractors, or independent Contractors shall contact the Ohio Utilities Protection Service (1-800-362-2764) to mark underground utilities at the access point, along the access route, and within 100' of the well affected by this Agreement at least two (2) working days prior to commencement of work. The Contractor, the Contractor's agents, representatives or sub-contractors shall also contact each utility company which has the aboveground utilities that directly affect access to and/or create safety issues relating to plugging activities at the well location(s) listed in Part 17 of these General Well Plugging and Restoration Specifications.
 - c. Adverse Conditions - Should adverse conditions be encountered during the plugging operations, such as the release of volumes of hydrogen sulfide gas (H₂S), natural gas, crude oil, and/or brine that may threaten human health and safety and/or the environment, the Contractor should immediately notify the Inspector, the local fire department, and the director of the county Emergency Management Agency.
3. Access and Preservation of Site - Costs for the adequate access to the well site for the plugging equipment are to be included in the bid. Unless waived, placement of all tanks and equipment shall be subject to ODNR's approval. If requested by ODNR, access roads will be chained or cabled to prevent unauthorized use.

Special attention shall be given to maintaining trees and other vegetation that have scenic value, provide a natural habitat. No trees three (3) inches or larger in diameter shall be removed without the ODNR's permission. Any alterations to the natural topography required to provide ingress and egress to the well site must be approved before work begins.

4. Circulation of Well Bore - An approved control head and oil saver, in good working condition, must be installed on the surface casing or conductor pipe. Freshwater or approved drilling muds are to be used during clean out or circulation of the wellbore. Brine may only be used with ODNR's approval on a well-by-well basis.

ATTACHMENT TEN (Cont'd.)
DELIVERABLES

5. Casing - ODNR reserves the right to require the removal and/or placement of any tubing, casing, or liners deemed necessary to properly plug and abandon the well. If a string of casing that would normally be pulled cannot be removed, the Contractor shall log the well and perforate the casing, in accordance with ODNR's instructions, so that cement can be circulated behind the casing.

The Contractor shall run an operational string of casing when caving of the well prevents clean out to contract depth. If the contract depth cannot be reached, an adjustment may be made for materials and labor not required.

6. Water Well or Pit - The Contractor will follow the procedures outlined in the 'Detailed Well Specifications and Plugging Requirements' for cleaning out and plugging any water well or closing any pit associated with the oil or gas well.
7. Cement - The Contractor must notify the Inspector a minimum of 24 hours in advance of the time that cementing will commence.

Cement used for plugging must be API Class A or with prior approval, State Transportation approved ASTM Type I (ASTM C150). All cement, except nine-sack grout ready-mix, must be mixed on location. Air-entraining cements shall not be used for plugging. Cement shall not contain bentonite, fly ash, or other extenders which retard set time or decrease compressive strength without prior approval by the Division. Cement slurry shall be mixed at the API recommended weight, but under no condition shall the average weight be less than 15 pounds per gallon. The Contractor shall be responsible for providing a mud scale for weighing the cement slurry. Water used for cementing shall be free of any impurities that would adversely affect set time and compressive strength. Cement slurry used for plugging must develop a minimum compressive strength of 1,000 PSI after 24 hours at well bore temperature.

Fresh water shall be placed in all portions of the well not filled with cement. Changes in the type of spacer must be approved by the Inspector.

8. Removal of Materials - All salvaged well materials shall be removed from the site when plugging has been completed. ODNR shall be reimbursed for the salvage value of all surface equipment, well casing, and production equipment removed from each site, minus the Contractor costs for transportation and/or disposal.

All fluids, cuttings, and impacted soils generated during the plugging process shall be removed within 72 hours after plugging. The Contractor will be responsible for the proper transportation of this material to, and disposal at approved facilities. The Contractor will provide ODNR with documentation of disposal.

9. Erosion and Sediment Control - The Contractor must install appropriate erosion and sediment control where necessary. If proper control of soil erosion is not being provided by the Contractor, corrective measures may be taken by ODNR and the cost of such services will be deducted from any money which may be due or become due the Contractor.
10. Damage caused by Contractor - All damage caused by the Contractor's negligence in carrying out of this Contract to any public or private property of any nature whatsoever, including trees, shrubs, and crops, shall be corrected to ODNR's satisfaction at the expense of the Contractor. If crops are damaged and the Contractor, landowner, or tenant cannot reach a settlement, the County Cooperative Extension Service shall set a fair price for crop damages and the decision shall be final and binding upon all parties. All subsequent payments due the Contractor shall be withheld until the Contractor provides proof of payment of any such claim.
11. Restoration of Site
 - a. Disturbed Areas and Materials - All trees, brush, stones, or other natural materials disturbed during the plugging operation shall be removed from the site or, with the approval of ODNR and the owner of the surface estate of the property on which the well is located, shall be buried to a depth of at least twenty-four (24) inches. All highly compacted areas within the work zone shall be scarified to at least twelve (12) inches.

ATTACHMENT TEN (Cont'd.)
DELIVERABLES

Final grades will conform to the natural contours of the land and will not pond water within the disturbed areas. Disturbed areas shall be vegetated as soon as possible after plugging. No permanent seeding will be done between November 1st and March 15th.

During the site restoration process, the Contractor will use appropriate backfill material and compaction methods to avoid any settlement in backfilled areas. If the Contractor does not follow this process and settlement occurs, the Contractor will be responsible for any additional restoration costs.

- b. Backfill - Areas to be seeded, which have been excavated, shall be backfilled to within six (6) inches of the original ground elevation. After settlement, the top six (6) inches of backfill shall be made with the original topsoil which has been stockpiled. If there is a deficiency of suitable topsoil, the Contractor shall furnish suitable topsoil as required.
 - c. Re-seeding and Fertilizer - The Contractor shall have the option of seeding or sodding disturbed lawn areas. If an area is seeded, the soil must be worked to a depth of 3 inches, or deeper, and be free of rocks and other foreign material three (3) inches or greater in any dimension. The appropriate type and mixture of grass seed and fertilizer will be applied to promote vegetative cover and proper growth. The seeded areas will be appropriately covered with clean, un-weathered straw. Sodded areas will be rolled and watered after placing. Sod shall be soaked to a depth of four (4) inches and maintained in a moist condition by additional watering for a period of thirty (30) days.
 - d. Maintenance of Sodded and Seeded Areas - Sodded and seeded areas shall be maintained until final inspection which will be performed by the Inspector within thirty (30) days of written notification of completion of seeding by the Contractor. Areas damaged by wind, water, or other causes shall be repaired to the re-established condition and grade prior to seeding and shall then be re-sodded or re-fertilized, reseeded and re-mulched as directed by ODNR. Such repair of these areas shall be made at the direction of ODNR even when the damage or erosion is not due to fault or negligence of the Contractor.
 - e. Sidewalks and Driveways - The condition of any sidewalks, driveways, etc., that may be impacted by the plugging operations, will be photo-documented prior to the commencement and after the completion of plugging operations. Bids will include costs to bring these damaged areas to a state that is equal to or better than original.
12. Well Covers - A steel plate, a minimum of ¼-inch thick, shall be tack welded on top of all plugged wells. The well's permit number shall be welded on the plate in numbers as large as practical. Letters shall have a minimum relief of 1/8-inch.
13. Safety - The Contractor is responsible for installing, according to best management practices, a wellhead control device. The Contractor shall also maintain an adequate supply of brine and/or mud at the well for possible well control emergencies.
14. Hydrogen Sulfide - If the wells being plugged are known to produce hydrogen sulfide (H₂S), the following considerations must be observed.
- a. Safety - The Contractor must provide the appropriate equipment, on-site, to properly abate any H₂S emitted from the well. If the Contractor does not have the appropriate equipment to properly abate any H₂S emitted from the well, they will contract with the appropriate party to provide these services. The wellhead will be shut in during non-operational hours, unless otherwise instructed by ODNR.
 - b. Cement - The Contractor will use an approved sulfate resistant cement to plug wells known to produce hydrogen sulfide.

ATTACHMENT TEN (Cont'd.)
DELIVERABLES

15. Millings - If required, five (5) days (maximum) will be allowed for milling in order to remove obstructions in the well bore to achieve total depth. In the event that milling is required, mobilization/de-mobilization and day rate costs must be provided in the bid. The day rate, based on an eight hour day, includes, rig time, mud pump, power swivel, appropriate tools/bits, tubulars and all labor. The authority to conduct milling operations must be approved by the Inspector. Payment for services rendered will be made at the listed rate. If the milling required is deemed to be the result of operator error/negligence, the operator will be solely responsible for all related costs.
16. Fishing - If required, five (5) days (maximum) will be allowed for fishing in order to remove rods, tubing, casing, or obstructions in the well bore. In the event that milling is required, provide the cost per day for these services in the bid. The day rate includes mobilization/de-mobilization, rig time, appropriate fishing tools, tubulars, tongs, and all labor. The authority to conduct fishing operations must be approved by ODNR. Payment for services rendered will be made at the listed rate. If the fishing required is deemed to be the result of operator error/negligence, the operator will be solely responsible for all costs related to the retrieval of the lost tools/equipment.

ATTACHMENT TEN (Cont'd.)
DELIVERABLES

TABLE S1.1
COMPLIANCE WITH GENERAL SCOPE REQUIREMENTS IN REFERENCE WELLS

Requirement*	Reference Well No. 1	Reference Well No. 2	Reference Well No. 3	Reference Well No. 4	Reference Well No. 5
Equipment					
Notifications					
Access and Preservation of Site					
Circulation of Well Bore					
Casing					
Cement					
Removal of Materials					
Erosion and Sedimentation Control					

*Rate on 1 to 5 scale with 5 meaning full compliance with all requirements and 1 meaning failure to comply with any requirements.

ATTACHMENT TEN (Cont'd.)
DELIVERABLES

TABLE S1.1 (cont.)
COMPLIANCE WITH GENERAL SCOPE REQUIREMENTS IN REFERENCE WELLS

Requirement*	Reference Well No. 1	Reference Well No. 2	Reference Well No. 3	Reference Well No. 4	Reference Well No. 5
Resolution of Contractor Damage					
Site Restoration					
Well Covers					
Employee Safety					
Public Safety					
Protection of Private and Public Utilities					
Hydrogen Sulfide (H₂S) Protection					
Millings					
Fishing					
TOTAL					

* Rate on 1 to 5 scale with 5 meaning full compliance with all requirements and 1 meaning failure to comply with any requirements.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK

SCOPE OF WORK
Any County, Any Township
Well Name: John Smith #1
Permit Number: 34-000-0-0000

PROJECT DESCRIPTION**Background:**

A Division inspection was conducted in 1996, when a complaint of leaking natural gas was reported. The Division inspector found the John Smith #1 equipped with an unknown size, partially-removed wooden conductor casing. At that time, a ten (10) foot section of four (4) inch steel pipe was inserted into the top of the hole as a marker. In the original inspection, there was a visible flow path in the vegetation from the well to the creek. DOGRM inspections in 2015 and 2017 have found that the fluid leakage has stopped, and the vegetation has reestablished. A strong natural gas odor is present and audible gas is apparent in the wellbore.

There are no drilling, casing, cementing or completion records for the John Smith #1 in the Division database. However, the Ohio Fuel Gas (OFG) map for the Township shows a well in the same location and on the same property as the John Smith #1, which has this well identified as a "dry hole" in the "M-800". The "M-800" notation is assumed to be the Macksburg 800 Sandstone. There are drilling records available for offset wells to the south with some of these drilled to formations deeper than the Macksburg, such as to the Big Injun and Berea sands. Based on historical information, the Macksburg should be found at a depth between 800 and 900 feet. Therefore, **the total depth of the John Smith #1 is assumed to be 900 feet with twelve (12) inch inside diameter wooden conductor casing.**

Washington County lies within the Unglaciaded Allegheny Plateau section of the Appalachian Plateau Province and is defined by high relief and rugged topography. The groundwater resources as glacial-alluvial aquifers and bedrock aquifers. The unconsolidated aquifers are limited to the main trunk of the Muskingum River Valley, areas along the Ohio River, and other major streams and tributaries. Yields from the sand and gravel outwash deposits are as high as 500 gallons per minute (gpm). Consolidated bedrock aquifers are poor and are less than 5 gpm across the entire county.

The deepest underground source of drinking water (USDW) is not mapped in Washington County. The well lies approximately 40 feet from a stream at a surveyed elevation of 695.26 feet. There are no lakes or ponds located within the area of review, and the work area does not fall within and source water protection zones. Surface drainage near the wellhead flows 40 feet to the east into an unnamed tributary to Pawpaw Creek, which then flows south into Duck Creek, which ultimately flows to the Ohio River.

Scope of Work: This project requires maintaining traffic, tree/vegetation removal and chipping, installation of sediment controls, plugging the orphan well, removal of contaminated onsite materials, and site restoration.

It is the Contractor's responsibility to contact all County, Township, State and Municipal Officials having jurisdiction over the all roads that are intended to be utilized for this project. The Contractor shall provide written documentation to the Chief, of all road use notifications/approvals prior to mobilizing equipment to the site.

GENERAL SCOPE OF WORK

The Contractor, the Contractor's agents, representatives and subcontractors shall perform this Plugging Project in accordance with Ohio Revised Code 1509, Ohio Administrative Code Chap. 1501:9-11 and 1501:9-12, and in accordance with the following documents that are attached hereto and made a part hereof:

1. Project Description;
2. General Scope of Work;
3. General Conditions;
4. General Specifications;
5. Sequence of Work;
6. Plugging Plan;
7. Detailed Specifications;

Subject to the Contractor's compliance with this Scope of Work, Contractor is solely responsible for and has control over all plugging and reclamation construction means, methods, manners, techniques, sequences, and procedures, for safety precautions and programs in connection with the Plugging Project, and for coordinating all portions of the Plugging Project.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**GENERAL CONDITIONS****PART 1: OHIO DEPARTMENT OF TRANSPORTATION SPECIFICATIONS**

This Project references the Ohio Department of Transportation (ODOT) Construction and Material Specifications (ODOT CMS). Any reference to these specifications is to ODOT's most current version of the specifications. The ODOT CMS can be found at <https://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/2016-Online-Spec-Book.aspx>.

PART 2: PRE-SITE MEETING

The Contractor or Contractor's representative must attend the pre-site meeting. Failure to attend the pre-site meeting is grounds for the Division to reject a cost proposal. The Ohio Department of Natural Resources, Division of Oil & Gas Resources Management (Division) intends to begin the pre-site meeting on time. At the meeting, the Division will circulate and collect attendance sign-in forms to all contractor's present. Only those contractors in attendance throughout the pre-site meeting, including the discussion of the Scope of Work, will be considered present for the pre-site meeting.

PART 3: MODIFICATIONS TO THE SCOPE OF WORK PRIOR TO AWARD

The Scope of Work may only be altered by written modification. The Division may issue an Addendum to the Scope of Work and will provide the Addendum by email to all Department of Administrative Services (DAS) pre-qualified contractors. Each contractor is responsible for submitting a cost proposal that is responsive to all Addenda issued. Failure to receive or acknowledge any Addenda does not release the Contractor from all obligations contained in all Addenda. All Addenda shall become part of the Scope of Work. Receipt of Addenda must be noted on the Cost Proposal. Any interpretation or clarification of the Scope of Work made by any person other than the Division, or in any manner other than a written Addendum, is not binding and the Contractor cannot rely upon any such interpretation or clarification. The Contractor cannot, at any time after the award of the Cost Proposal, be compensated for any issue with the Scope of Work, including alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous language, or incorrectly assumed conditions regarding the nature or character of the work.

PART 4: PERMIT AND INSPECTION REQUIREMENTS

The Division will obtain and pay for all building and U.S. Army Corps of Engineers permits unless otherwise specified in the Detailed Specifications. However, the Contractor shall determine and include in his or her Cost Proposal Sheet the costs required to obtain and pay for all other requirements by the John Smith #1 applicable governmental agencies; including but not limited to, all certificates of inspection/operation, guarantees, licenses, etc. required to complete the work as described within this document.

PART 5: COST PROPOSAL PREPARATION

The Contractor must submit a complete cost proposal. All cost proposals must be made on the Cost Proposal Sheet included. The Division reserves the right to reject any Cost Proposals if the Cost Proposal is nonresponsive, conditional or unbalanced. The Cost Proposal must be legibly written in ink or typed, with all amounts in numerals. For unit price items, contractors must fill in the unit price for each item listed on the Cost Proposal Sheet and must total the items on the Cost Proposal Sheet based on the estimated quantities. If the amounts on the Cost Proposal Sheet are not totaled correctly, or where the unit price and the item total on the Cost Proposal Sheet do not agree, the Chief may exercise his discretion to determine whether the Contractor intended to use the unit price or the total line price. Any such determination by the Chief is final. The Contractor must initial any alteration or deletion of items on the Cost Proposal in ink.

PART 6: WITHDRAWAL OF COST PROPOSALS

At any time prior to the opening of Cost Proposals, a Contractor may submit a written request to the Division, at the location where the Cost Proposals are received, to withdraw its Cost Proposal. The request to withdraw the Cost Proposal must be signed by the person who executed the Cost Proposal.

PART 7: EFFECTIVE DATE AND TERM

The effective date of this Project is the date of the Letter to Proceed that is sent to the Contractor. The Project must be completed one (1) year after the effective date or by June 30, 2018, whichever is sooner. If the Project terminates on June 30, 2018 and the Project is not completed, the Scope of Work may be renewed on the same terms if the Division sends written notice to the Contractor.

PART 8: PROJECT BOND

Once the Contractor has received the Letter to Proceed, the Contractor must supply a bond to the Division in the form of a surety bond or letter of credit in an amount equal to ten percent (10%) of the amount of the Cost Proposal, less any estimates for contingency services prior to proceeding with any work at the Project site.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**PART 9: TERMINATION AT WILL**

The Division may terminate this Scope of Work without cause. Any payment due to the Contractor at the time of termination by the Division shall be paid to the Contractor on a pro rata basis.

PART 10: RELATIONSHIP BETWEEN COMPONENTS OF THE SCOPE OF WORK

This Scope of Work includes drawings that are duplicates of drawings on file with the Division. The Scope of Work documents are complementary. All sections of the Scope of Work are binding. The titles and headings in the Scope of Work are for reference and in no way affect the interpretation of the provisions of the Scope of Work. Further, if any part of this Scope of Work is found to be unenforceable, no such event will affect the enforceability or applicability of any other part of the Scope of Work. If a conflict between the drawings and the specifications arises, the Contractor must notify the Division. In the event of a conflict of any provision in the Scope of Work the order of priority within the Scope of Work is as follows: Drawings, Detailed Specifications, General Specifications, Plugging Plan, and Sequence of Work.

PART 11: CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS

The Contractor is responsible for the conduct of its subcontractors and for persons its subcontractors directly or indirectly employ.

PART 12: STANDARDS

If the Division identifies a "standard" by reference to manufacturer and/or model number, all Cost Proposals will be evaluated to ensure that the identified standard is used. The Division will not consider a Cost Proposal in which a substitution for the standard is offered. After the Letter to Proceed is issued, the Contractor may submit a written proposal for a substitution of a standard.

PART 13: SUBSTITUTIONS DURING THE PROJECT

After the Letter to Proceed is issued, the Contractor may offer substitutions for the standards set forth in the Scope of Work. The decision to allow substitution is solely within the discretion of the Division, which will consider, among other factors, availability, time of delivery, the aesthetic value of the proposed substitution, general differences in the knowledge of the product, service history, quality, efficiency, performance, and architectural, engineering, inspection, testing and administrative expenses. Any changes to the Cost Proposal price and/or Scope or Work must be memorialized by a Field Order or Change Order, as applicable. The savings in cost in allowing any substitutions during the Project will be solely to the benefit of the Division.

PART 14: QUANTITIES OF WORK**14.1 Unit Price Items**

For items in the Cost Proposal that require a unit price, the quantities listed on the Cost Proposal Sheet are an approximation and are to be used only for the comparison of Cost Proposals. The scheduled quantities may be increased or decreased without invalidating or altering the Cost Proposal and will be considered within the Scope of Work. Payments for unit price items will be made to the Contractor for actual quantities of work performed and materials furnished in accordance with the Scope of Work; however, the Contractor may not exceed the unit quantities shown on the Cost Proposal Sheet without prior written approval of the Division through a Field Order. Even if the Contractor determines that additional unit priced quantities (above and beyond the Cost Proposal quantity) are required to meet plan and/or specification dimensions, the Contractor must not exceed the Cost Proposal Sheet quantities without prior approval of the Division. The Division will not pay for quantities above and beyond the Cost Proposal Sheet quantity without prior approval of the Division.

14.2 Lump Sum Items

For items in the Cost Proposal Sheet that require a lump sum price, the Division will not pay for work, materials, or equipment that exceeds the amount provided by the Contractor on the Cost Proposal Sheet. The lump sum price on the Cost Proposal Sheet must include all work, materials and equipment necessary to properly complete the Project.

14.3 Additional/Contingency Items

The contingency items set forth in the Cost Proposal Sheet are not projected as necessary to complete the Project. Rather, the contingency items will first be used when unforeseen work arises, and the Division determines the contingency item is applicable. To be compensated for contingency items, the Contractor must have a written Field Order from the Division authorizing the contingency item in a specified quantity. Use of contingency items will not require the execution of a Change Order. The Contractor must be prepared to supply all items identified in the contingency specifications for use on this Project.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**PART 15: OMISSIONS IN THE SCOPE OF WORK**

If the Contractor notices an error or omission in the Scope of Work during performance of the Project, the Contractor shall immediately notify the Division of such omission or error and shall not proceed with the Project until directed by the Division. Any work performed by the Contractor prior to clarification by the Division may not be entitled to compensation.

PART 16: INTERPRETATIONS CONCERNING THE SCOPE OF WORK

During the Project, if a question arises on the Scope of Work, the labor or materials to be supplied, or costs potentially exceeding the Contractor's Cost Proposal, such questions must, prior to the work being performed, be submitted to the Division for a determination. A Division determination will be issued in writing and any work performed prior to such a determination will be performed at no cost to the Division. The Division will also begin executing a Change Order, when appropriate.

If the Division receives a written question concerning the Project, the Division will determine if the work must be performed by the Contractor at no increase in price to the Scope of Work. If so, the Division will issue a Field Order setting forth the Division's determination. Each Field Order issued must be signed by the Contractor acknowledging receipt. If the Contractor disagrees with the Division's interpretation in a Field Order, the Contractor may submit a protest by certified mail to the Chief within ten (10) days following the date of issuance of the protested Field Order. However, the Contractor must immediately proceed with the instructions given in the issued Field Order. If, upon receipt of a written protest of a Field Order, the Division determines that the work referred to in the protest is outside the Scope of Work, the Division will not issue a Field Order and instead will issue a Change Order. Field Orders, which are interpretations of the requirements of the Scope of Work, may be issued by the Division at any time during the performance of the work. The Contractor, at all times, is required to immediately execute the instructions of all issued Field Orders.

PART 17: CHANGES IN THE SCOPE OF WORK**17.1 The Division's Right to Require Change Orders**

The Division may issue a Change Order directing the Contractor to immediately perform extra work that differs from the Scope of Work. The Contractor shall perform the work as directed. The changes in the work will consist of additions, deletions, or other revisions. When the Contractor performs the work, the Cost Proposal amount will be adjusted as described within this Scope of Work. If the Contractor protests the issuance of the Change Order, any such protest has no bearing on any work requirements arising out of the Change Order in that the Contractor must immediately perform the work required in the Change Order so as not to delay the progress of the work at the Project.

17.2 Unauthorized Work

Only work performed under the Scope of Work or work authorized by a Field Order or a Change Order is eligible for compensation. If the Contractor performs any work or purchases any materials without an approved, applicable Field Order or Change Order, such work performed, and purchases made are within the Scope of Work at no additional cost to the Division.

17.3 Contractor's May Request Change Orders

If the Contractor determines that the Scope of Work does not address conditions at the Project, the Contractor may provide written notice to the Division of the conditions and request a Change Order. No oral communications will be acceptable as justification for a Change Order.

17.4 Determining Price of a Proposed Change Order

The following methods will be used to determine the price of a proposed Change Order:

- a. If a Change Order involves items not listed on the Cost Proposal Sheet, the Contractor must present the Division with labor and/or material price quotes for the proposed Change Order item(s). The Division may request these quotes either in unit prices or as lump sums; or
- b. If the work involved in the Change Order is not definable, the Division may request the work be performed on a time and material basis and include a maximum amount to be paid for the work. The method will be based on unit prices for both labor and materials agreed to by the Division prior to the Contractor commencing the work.

17.5 Disputes Regarding Change Order Prices

If the Contractor and the Division cannot agree on the cost of the work for a Change Order, using site-specific information including, but not limited to, Division historic public cost proposal information, the Division will determine and set a fair price for the work and materials that are the subject of the Change Order.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**PART 18: PAY ESTIMATES****18.1 General Information**

Payments issued to the Contractor as the work progresses are not acceptance of any portion of the work not completed in accordance with the Scope of Work nor do such payments relieve the Contractor of liability with respect to any obligation or any expressed or implied warranties or responsibilities for faulty materials or workmanship.

18.2 Required Review by the Division

Prior to the submittal of each payment request, the Contractor and the Division must meet at the Project site to review the Project progress. The Contractor and the Division's Project Representative must mutually agree on quantity and percent of work completed for all cost proposal items prior to submittal of each payment request. No payment request will be approved for work that has not been approved by the Division's Project Representative. Field verification of all lump sum quantities and weight slips for all unit price quantities invoiced must be submitted to the Division's Project Representative for review during the meeting. Payment requests received by the Division containing errors or requesting amounts that cannot be approved will be returned to the Contractor. The Contractor may resubmit a payment request after correcting errors.

18.3 Documents to be Submitted for Payment

The Contractor's payment request must be submitted to the Division by regular mail to 2207 Reiser Avenue, SE, New Philadelphia, Ohio 44663. The Contractor's payment request must be submitted on a form furnished by the Division. Each request for payment must be signed by the Contractor and the Contractor must certify on the form that:

- a. The request for payment is accurate as to materials and the work completed under the terms and conditions of the Scope of Work and any Change Order, as applicable, including full compliance with all labor provisions; and
- b. All subcontractors and material suppliers have been paid for the work or materials that are applicable to all previous payment requests. As certification, each request for payment, at the Division's request, may need to be accompanied with a properly executed "Waiver of Liens" from all subcontractors and material suppliers to show that all previous payments made by the Division to the Contractor have been applied to fulfill, in full, all of the Contractor's obligations reflected in prior requests for payment.

18.4 Effect of Liens on Payment Requests

All work, materials, and equipment covered by any request for payment, whether incorporated in the Project or not, will pass to the Division at the time of payment free and clear of all liens, claims, security interests and encumbrances. If there is evidence of any lien or claim that is chargeable to the Contractor, the Division will withhold all payments due to the Contractor to secure such lien or claim. If there are any previous liens or claims after payments are made to the Contractor, the Contractor may be required to refund to the Division a sum of money equal to the sum of all monies that the Division may be compelled to pay in discharging any lien or claim as a result of the Contractor's default.

PART 19: RETAINAGE FOR FINAL STABILIZATION

If the Scope of Work requires revegetation of disturbed area, the Division will retain ten percent (10%) of the sum of (1) the Cost Proposal amount and (2) all approved Change Orders. The ten percent (10%) amount retained shall be released once the Division completes a Final Stabilization Inspection and determines that vegetation has reached final stabilization. "Final stabilization" means vegetation established in a uniform perennial vegetative cover with at least a seventy percent (70%) grass cover. "Final stabilization" also means that no large barren areas exist, and the vegetation is of an equal or better condition than before the project started. The Contractor must remove all temporary erosion and sediment controls once final stabilization is achieved.

GENERAL SPECIFICATIONS

Unless there is a specific pay item in the Detailed Specifications, the work defined in the General Specification shall be incorporated into other items of work.

PART 1: HOURS OF WORK

The Contractor, the Contractor's agents, representatives and subcontractors shall perform plugging projects during the days of Monday through Friday. Work will not be conducted on weekends or state/national holidays except with Division approval or during emergency situations. A work day is defined as eight (8) hours. However, additional hours may be worked with Division approval or during emergency situations.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**PART 2: EQUIPMENT**

The Contractor equipment shall pass all safety requirements of local, state, and federal agencies. The Ohio Department of Natural Resources, Division of Oil and Gas Resources Management reserves the right to inspect the equipment prior to the Recommendation of Award. Unless otherwise noted, all equipment and materials required to complete the work described shall be provided by the Contractor.

PART 3: NOTIFICATIONS**3.1 Seven Working Day Notice**

The Contractor, the Contractor's agents, representatives, subcontractors, or independent contractors shall contact the responsible Division Orphan Well Inspector (the "Inspector") no less than seven (7) working days prior to commencement of work. Notice may be written or oral. This notice will allow the appropriate Division staff time to mark the approved access route and any sensitive areas that need to be left undisturbed. The Contractor, the Contractor's agents, representatives and subcontractors shall contact each utility company that has utilities that directly affect plugging activities at the well location(s).

3.2 Public 48 Hour Notice

Prior to initiating well plugging operations, the Contractor shall give a minimum of 48-hour notice to the local fire department. Confirmation of this notification shall also be made to the Inspector or the Division Regional Office.

3.3 Emergency Notification

When emergency conditions are encountered, such as a release of hydrogen sulfide gas (H₂S), natural gas, crude oil, condensate or brine that threatens human health, safety or the environment, as described in Ohio Administrative Code 1501:9-08-02, the Contractor shall notify the local fire department, the Local Emergency Planning Committee (LEPC) and call the 24/7 incident notification number: 1-844-OH-Call1 (1-844-642-2551) within 30 minutes of the occurrence.

PART 4: ACCESS AND PRESERVATION OF SITE

Costs for the adequate access to the well site for the plugging equipment are to be included in the cost proposal. Unless waived, placement of all tanks and equipment shall be subject to Division's approval. If requested by the Division, access roads will be chained or cabled to prevent unauthorized use. Special attention shall be given to maintaining trees and other vegetation that have scenic value, provide shade, reduce erosion and runoff, or add to the aesthetics of the area. No trees three (3) inches or larger in diameter shall be removed without the Division's permission. Any alterations to the natural topography required to provide ingress and egress to the well site must be approved before work begins.

PART 5: DAMAGE CAUSED BY CONTRACTOR

All damage caused by the Contractor's negligence in carrying out of this scope of work to any public or private property of any nature whatsoever, including trees, shrubs, and crops, shall be corrected to Division's satisfaction at the expense of the Contractor. If crops are damaged and the Contractor, landowner, or tenant cannot reach a settlement, the County Cooperative Extension Service shall set a fair price for crop damages and the decision shall be final and binding upon all parties. All subsequent payments due the Contractor shall be withheld until the Contractor provides proof of payment of any such claim.

The Contractor shall be responsible for all costs of repairing or replacing any survey monument that is disturbed or destroyed by the Contractor. The Contractor shall utilize a professional surveyor who is licensed and registered by the State of Ohio to perform the re-establishment of said monuments according to the standards set forth by the governing body or law of said monument. For the purpose of this scope of work, the term survey monument shall apply to any property boundary marker, federal, state or county geodetic benchmark, state or county right of way monument, FEMA benchmarks or flood elevation markers.

PART 6: SAFETY**6.1 Public Safety Coordination Meeting**

The Contractor shall hold a safety meeting with the local fire department, Division Emergency Operations staff and Inspector, and other applicable contracting staff prior to commencement of plugging activities. The meeting shall review 1) the safety of the public during operations, 2) the safety of workers during operations, 3) emergency notifications of events, 4) site set up and layout, 5) general overview of operations, (6) nearest hospital's address and directions.

6.2 Daily Safety Meetings

The Contractor shall hold a daily safety meeting for all personnel on-site prior to the commencement of work. The Contractor will also provide and maintain a sign in/out sheet for all people on location. The Contractor will immediately report any accidents and/or safety concerns to the Inspector.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**6.3 Operational Standards**

The Contractor shall follow the rules established by Occupational Safety and Health Administration (OSHA) Basic Construction Safety 29 CFR 1926 on all onsite project operations.

6.4 Excavation and Trenching Requirements

The Contractor shall follow the notification protocol as specified in Part 3 of the General Specifications before the start of any excavating activities. The Contractor will comply with OSHA Construction Standards for excavation and trenching under 29CFR 1926 Subpart P.

6.5 Hazardous Communications Requirements

The Contractor shall maintain Safety Data Sheets (SDS) for all chemicals stored and/or used on-site. A copy of all SDS will be supplied to the local Fire Department and to the Division.

6.6 Site Security

The Contractor shall provide and install protective barriers/fencing around the work area to prevent unauthorized access. Ingress and Egress access must be maintained at all times.

6.7 Wind Direction Indicator

The Contractor shall install a windsock in an open area of the well location where it is visible to all onsite personnel. It shall be constructed of high visibility material and deployed no less than six (6) feet above grade during the plugging operations.

6.8 Muster and Smoking Areas

The Contractor shall mark and assign a primary and a secondary muster area daily upwind of the well location. These are to be determined based on prevailing wind direction, as indicated by the windsock. The Contractor will post an emergency contact information sheet at each muster site. The Contractor will establish a safe location for a designated smoking area.

6.9 Ignition Sources and Parking Areas

The Contractor shall identify and mark all potential ignition sources within a 50-foot radius of the well. The designated parking area will be outside the 50-foot radius from the well.

6.10 Air Monitoring and Worker Safety

The Contractor shall supply and place a 4-gas monitor at the wellhead. The gas monitor must be calibrated and maintained to monitor Methane (CH₄), Oxygen (O₂), Carbon Monoxide (CO) and Hydrogen Sulfide (H₂S).

Stop work must be followed when any of the levels listed below occur:

- Methane - 1000 parts per million (PPM)/5% Lower Explosive Limit (LEL),
- Oxygen - saturation below 19.5% or above 23%,
- Carbon Monoxide – 50 PPM,
- Hydrogen Sulfide - 10 PPM.

The levels stated above are directly from the Occupational Safety and Health Administration (OSHA) and The National Institute for Occupational Safety and Health (NIOSH) and are standard for air monitoring procedures for safety and work environments. If any of the above levels are alarmed, all personnel will shut down ignition sources and report to the muster area. From the muster area, the Contractor will call 911 for assistance from the local Fire Department. Division Emergency Operations personnel or the Inspector has the right to stop work if the actions are unsafe or the actions cause or are likely to cause danger to the workers, public, or the environment.

PART 7: MAINTENANCE OF TRAFFIC

The Contractor shall at all times install, maintain, and operate all traffic and traffic control devices in conformance with the requirements of the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways," hereinafter called The Ohio Manual. The Contractor shall notify the appropriate public officials and the Division and shall obtain all required approvals prior to any lane closure of a public road. The Contractor shall maintain ingress/egress to all properties associated with the project at all times during the project unless agreed upon in writing by the Division and the landowner.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**PART 8: PROTECTION OF EXISTING UTILITIES**

Before construction begins, the Contractor, acting as an agent for the Division, shall locate all utilities in the vicinity of the work. The Contractor shall be responsible for complying with the regulations pertaining to utilities in the State of Ohio. The Contractor shall assume all risk for all utilities located in the vicinity of the work, whether above or below the surface of the ground. The Contractor shall also be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of the utilities, or any person or property by reason of injury to them, whether such utilities are or are not shown on the drawings, once they have been uncovered by the work. **In compliance with Ohio Revised Code 3781, two working days before digging the Contractor shall call the Ohio Utility Protection Service (Telephone: 1-800-362-2764). The Contractor shall maintain a current OUPS call ticket during the entire project. The Contractor shall also be responsible for contacting the Oil and Gas Producers Underground Protection Service (Telephone: 1-800-925-0988).**

PART 9: EROSION AND SEDIMENT CONTROL

Temporary erosion control measures are required during the course of this project. These measures may consist of the installation of straw bale dikes, silt fence, filter socks, inlet protection structures, erosion control blankets, energy dissipation, and temporary seeding and mulching. Once construction begins, the Contractor shall be solely responsible for all construction related to the control of off-site sedimentation. This sediment shall be removed by the Contractor at the Division's direction.

9.1 Temporary Measures

Temporary erosion control structures shown on the Drawing Plan Set, identified with these specifications, or as directed by the Division shall be placed as soon as construction starts and must be maintained during the course of the project. At the direction of the Division, the Contractor shall remove the temporary controls when they are no longer needed or when required permanent control measures have been completed. If sediment escapes the site, accumulations must be removed at a frequency to minimize further negative effects, and whenever feasible, prior to the next rain event.

9.2 Maximum Exposed Areas

Stabilization measures must be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and except as provided below, must be initiated no more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased. Where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceased is precluded by snow cover, or frozen ground conditions, stabilization measures must be initiated as soon as practicable. Where construction activity on a portion of the site is temporarily ceased, and earth-disturbing activities will be resumed within fourteen (14) days, temporary stabilization measures do not have to be initiated on that portion of site. The Division shall limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finished grading, re-soiling, mulching, seeding and other such permanent control measures current in accordance with the acceptable schedule.

9.3 Winterization

When an incomplete project will be left exposed throughout the winter season, the Contractor shall furnish the Division a plan indicating the control measures to be installed and maintained until the next construction season. If the winter period falls within the anticipated construction period of the Scope of Work and as indicated in the original approved construction schedule, control structures will be paid for by the Division at the unit prices in the cost proposal. If the project is not substantially completed prior to the winter season due to the failure of the Contractor to meet the completion date, these necessary control structures will be installed and maintained by the Contractor at his expense and these items will not be paid for under the terms of the Scope of Work, except those that are permanent facilities to be left in place in accordance with the Drawing Plans Set and Specifications.

9.4 Other Controls

Off-site vehicle tracking of sediments and the generation of dust must be minimized, and any waste must be properly disposed.

9.5 Inspections

The Division Inspector shall conduct inspections to ensure that the control practices are functional and to evaluate whether the erosion and sediment control measures are adequate and properly implemented.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**9.6 Enforcement**

The Division shall take appropriate steps to ensure that sedimentation does not leave the project site. The Division shall require the removal of off-site sediment by the Contractor if such sediment resulted from the Contractor's negligence to place and maintain sediment control structures in accordance with the Drawing Plan Set and Specifications.

PART 10: SPILL PREVENTION AND REMEDIATION

The Contractor is expected to prevent and, if necessary, contain and remediate any spills that may occur at the site due to plugging activities. All stationary plugging equipment on well locations that are in tilled farm fields, residential neighborhoods, parks, or in/adjacent to areas determined by the Division to be environmentally sensitive, will be staged on an impermeable liner and berm. **The Contractor will have oil absorbent pads and booms available onsite during the plugging operations.**

PART 11: HYDROGEN SULFIDE

If the well that is being plugged is known to produce hydrogen sulfide (H₂S), the following considerations must be observed:

11.1 SAFETY

A. The Contractor must provide the appropriate equipment, on-site, to properly detect and abate any H₂S emitted from the well. If the Contractor does not have the appropriate equipment to properly detect and abate any H₂S emitted from the well, they will utilize an appropriate party to provide these services.

B. The Contractor will shut-in the well each night after the plugging operations have ceased, unless otherwise instructed by the Division. The Contractor will continue this process until the plugging operations are complete and there are no further signs of a gas release.

11.2 CEMENT

A. The Contractor will use Class A cement to plug wells known to produce hydrogen sulfide.

PART 12: CASING

The Division reserves the right to require the removal and or placement of any tubing, casing, or liners deemed necessary to properly plug and abandon the well. If a string of casing that would normally be pulled cannot be removed, the Contractor may be required to log the well and perforate the casing, in accordance with the Division's instructions, so that cement can be circulated behind the casing. The Contractor shall run an operational string of casing when caving of the well prevents clean out to depth required in the scope of work.

PART 13: WELL OBSTRUCTION ASSESSMENT

If an obstruction is encountered in the well bore that prevents the Contractor from reaching total depth, the Contractor will attempt to identify/assess the nature of the obstruction and attempt to remove any obstruction deemed an impediment to the plugging operation. **The Contractor will supply impression blocks as part of their normal rig equipment.**

PART 14: REMOVAL OF AN OBSTRUCTION

The removal of an unknown obstruction that is encountered during the cleanout of a well may include the use of milling and/or fishing tooling and equipment. The Contractor will include the costs for these services on the appropriate line items in the contingency section of this cost proposal unless these costs are part of a planned procedure. The Division will approve a method for the Contractor to remove the well obstruction. The Division will first utilize contingency specifications and line items to define this work. **The Division will not be responsible for milling or fishing charges that are due to Contractor negligence or Contractor equipment failure.**

PART 15: PLUGGED WELL IDENTIFICATION

In compliance with Ohio Administrative Code 1501:9-11-10, a steel plate, a minimum of ¼-inch thick, shall be tack welded on top of all plugged wells. The well's permit number and "ODNR" shall be welded on the plate in numbers/letters as large as practical. Letters shall have a minimum relief of 1/8-inch.

PART 16: TOILET FACILITIES

Where there are no readily accessible public toilet facilities, the Contractor will provide a portable field toilet on the location during plugging operations.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**SEQUENCE OF WORK**

General: Performance of all work shall be coordinated with the Division of Oil and Gas Resources Management ("Division") Orphan Well Inspector ("Inspector"). The Sequence of Work for the Orphan Well Project shall be as follows:

Phase I:

- 1) Contact the Ohio Utility Protection Service and the Ohio Oil & Gas Producers Underground Protection Service.
- 2) Coordinate with the Orphan Well Inspector and the local authorities for the mobilization of equipment over the roads and bridges to the site as applicable.
- 3) Verify with the Orphan Well Inspector that the pre-construction staking (i.e. Construction Work Limits) has been completed by the Division. **The pre-construction staking must be completed prior to mobilization.**
- 4) Mobilize all necessary equipment to the site.

Phase II:

- 1) Coordinate clearing and grubbing activities with the Orphan Well Inspector.
- 2) Install the perimeter sediment controls as required by the Division.
- 3) Implement site safety and secondary containment as described in the **Detailed Specifications.**
- 4) Prepare the well for plugging as described in the **Detailed Specifications, "Well Head Control."**
- 5) Upon successful installation and approval of the wellhead and establishment of well control, the Contractor shall begin to set the proposed casings.
- 6) Upon completion of installation of proposed casing, the Contractor shall begin plugging the well as described in the **Plugging Plan and Detailed Specifications, "Well Preparation & Plugging."**
- 7) Once all required plugs have been placed and allowed to set, the Contractor shall cut the casing as defined in the **Plugging Plan.**
- 8) The Contractor shall set the plugged well identification as outlined in the **General Specifications** and Ohio Administrative Code 1501-9-11-10.

Phase III:

- 1) Within three (3) working days after the plugging operations are completed, the Contractor shall remove all well and well plugging-related equipment, fluids and cuttings from the site. The Contractor shall also excavate and remove all contaminated soils present onsite.
- 2) Within fourteen (14) days after the completion of the plugging operations, the Contractor shall remove the access road and working area aggregate, re-soil as applicable, final grade, disc, fertilize, seed and mulch all disturbed areas. **Seeding and mulching shall be as described in the Detailed Specifications for line item "Site Restoration."**
- 3) All reclamation shall be finished to an equal or better condition than what existed prior to construction. The Division shall give the final approval for the restoration of the site.

PLUGGING PLAN**GENERAL SUMMARY**

Further detailing of the Plugging Plan requirements can be found in the Detailed Specifications.

Division inspections found the John Smith #1 is equipped with an unknown size, partially-removed wooden conductor casing. Currently there is a ten (10) foot section of four (4) inch steel pipe inserted into the top of the hole as a marker. There are no drilling, casing, cementing or completion records for the John Smith #1 in the Division database. However, the Ohio Fuel Gas (OFG) map for Salem Township shows a well in the same location and on the same property as the John Smith #1, which has this well identified as a "dry hole" in the "M-800". The "M-800" notation is assumed to be the Macksburg 800 Sandstone. There are drilling records available for offset wells to the south with some of these drilled to formations deeper than the Macksburg, such as to the Big Injun and Berea sands. Based on historical information, the Macksburg should be found at a depth between 800 and 900 feet. Therefore, **the total depth of the John Smith #1 is assumed to be 900 feet with twelve (12) inch inside diameter wooden conductor casing.**

- 1) The Contractor will remove the existing four (4) inch steel riser pipe and excavate as required to expose the existing twelve (12) inch diameter wooden casing and well bore.
- 2) The Contractor will then clean out the inside of the existing twelve (12) inch inside diameter casing/wellbore to a depth of approximately fifteen (15) feet. The Contractor will then pull the existing casing from the well bore.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

- 3) Based on available data, bedrock is estimated to be at a depth of fifteen (15) feet. The Contractor will drive 13.625-inch diameter casing five (5) feet into bedrock or to refusal, to a total depth of approximately twenty 20 feet. The total driven depth shall be at the discretion of the Division.
- 4) The Contractor will then install an appropriate wellhead and an approved method of well control on the 13.625-inch diameter casing to insure there is control of gas and/or fluids generated from the well. The Contractor will maintain a minimum of 75 barrels of fresh water on location for well control for the duration of the plugging.
- 5) The Contractor will then clean out the well bore to a depth of 110 feet, install 100 feet of 8.625-inch diameter casing and cement this casing in place using Class A cement mixed at 15.6 pounds/gallon. The Contractor will wait on cement for a minimum of twelve (12) hours.
- 6) The Contractor will remove the well head and well control from the 13.625-inch casing and will install an appropriate wellhead and an approved method of well control on the 8.625-inch diameter casing to insure there is control of gas and/or fluids generated from the well.
- 7) The Contractor will clean out the well to its estimated total depth of 900 feet or a depth approved by the Division. Once total depth has been reached and if the well is static, the Contractor will load the hole with fresh water and run Gamma Ray, CCL, Caliper, Bond and Temperature logs to verify total depth of the well, any other zones producing natural gas, confirm formation tops and borehole diameter for cementing purposes.
- 8) Once logging is completed, the Contractor will circulate the hole prior to setting each plug. All free crude oil shall be removed from the wellbore (bailed or circulated) prior to setting any plug. All cement plugs will be set through 2.375-inch or larger diameter tubing using Class A Cement, mixed at 15.6 pounds/gallon. Actual plug depths and thicknesses will be based on log data.
- 9) The Contractor will set a 500-foot Class A Cement bottom plug from total depth to 400 feet, which based on historical drilling data, will cover the Macksburg 800 Sandstone formation. The Contractor will wait on cement a minimum of twelve (12) hours. The Contractor will then run their tools into the hole to verify the depth to the top of the plug. Because this may be a shot hole, thieving of the cement may occur due to fractures and several attempts at cementing may be required to achieve a competent bottom plug. If the plug level has dropped or it is determined that a competent plug has not been achieved, additional staged bottom plugs may be required at the discretion of the Division.
- 10) Once the cement has set, the Contractor will bale the hole dry. Once the hole is and remains dry, the Contractor will fill the well bore to within 30 inches of the surface with a Nine Sack Grout mix. If the well cannot be bailed dry, the Contractor will use a siphon string, which is plumbed to the open top steel tank, when applying the grout in order to evacuate the fluid in the hole. This plug will be allowed to set for a minimum of eight (8) hours, after which the Contractor will check the grout level and top off with additional grout, if necessary. Once the grout has set, the well casing will be cut off at thirty (30) inches below grade.
- 11) The Contractor shall set the plugged well identification as outlined in the **General Specifications** and Ohio Administrative Code 1501-9-11-10.

DETAILED SPECIFICATIONS**MOBILIZATION**

A. Description: This work shall consist of the development of access and the mobilization of the Contractor's forces and equipment necessary for performing the required work under the Scope of Work for the well site.

This item shall include the transportation of personnel, equipment, and supplies to and from the site as well as the maintenance of all onsite access roads.

B. Execution: No additional compensation shall be made to the Contractor for remobilization after his equipment has been removed from the site. If applicable, this shall include remobilization of equipment if removed due to winterization of the project. Any damage to the road, drives, and/or culverts caused by the mobilization shall be repaired by the Contractor at the Contractor's expense. All repairs shall be done equal to or better to that which existed prior to construction activities.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

C. Measurement: Measurement for payment will be considered and measured as a unit satisfactorily completed and accepted by the Division.

D. Payment: The cost of this work shall be included in the cost proposal lump sum price for **"Mobilization."**

TRAFFIC MAINTENANCE

A. Description: This work shall consist of all labor and materials needed to maintain traffic along Coal Run Street during construction. This work shall also include, but not be limited to, warning signs, barricades, and cleaning mud & dirt associated with the construction from all public roadway surfaces.

B. Traffic Control General: The installation, maintenance, and operation of all traffic controls and traffic control devices shall conform to the requirements of the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways," hereinafter called The Ohio Manual. Traffic control devices shall be provided with suitable supports of sufficient strength and stability.

1. Traffic Signage: The signs shall be placed at adequate distances from the construction road crossing area to sufficiently warn motorists and provide ample stopping distances. Subject to the Division's approval, the Contractor may use traffic control devices in used but good condition. Used equipment shall be reconditioned as necessary to assure a proper operation. Temporary traffic signal operation shall be subject to the approval of the Division and shall meet the requirements of the Ohio Manual.

2. Road Closed: Coal Run Street shall only be closed during tree felling operations. At that time, the Contractor shall utilize two (2) flaggers **with flagging paddles** for stopping and controlling traffic in both directions along Coal Run Street. **Upon a shutdown of the project, the Contractor shall condition the roadway** to equal or better than what the roadway existed prior to the road closure. The Contractor shall remove traffic controls for the period the project is shutdown. Conditioning and removal/reinstallation of traffic controls shall be considered incidental to **"Traffic Maintenance."**

C. Performance: If, in the opinion of the Division, proper maintenance of traffic facilities and proper provisions for traffic control are not being provided by the Contractor, the Division may take the necessary steps to place them in proper condition, and the cost of such services shall be deducted from any money which may be due or become due the Contractor.

D. Basis of Payment: Payment for maintaining traffic as detailed above including but not limited to the furnishing, installation, maintenance, and removal of temporary signage, shall be made at the contract lump sum price bid per **"Traffic Maintenance."**

CLEARING & GRUBBING

A. Description: This item covers the removal/chipping of vegetation within the limits shown on the Drawing Plan Set to provide adequate space to maneuver equipment to complete the proposed work.

B. Execution: The Contractor shall only clear enough of the site within the limits shown on the Drawing Plan Set to provide adequate space to maneuver equipment to complete the proposed work. The Division shall exercise control over clearing and shall designate all trees, plants, shrubs, abandoned material, trash, etc., to be removed or to remain. This work shall also include the preservation from injury or defacement of all trees designated to remain. If necessary, coordinate the clearing of trees with the Division to protect threatened and endangered bat habitat. To prevent adverse impacts to the Indiana Bat, **clearing of potential roost trees shall not take place between April 1st and September 30th.** All suitable debris cleared shall be chipped by mechanical methods and the mulch shall be stockpiled/spread onsite in the locations designated by the Division's Representative. All logs not suitable for chipping shall be placed in a stable manner. The Division shall make the final determination as to the stability and location of the constructed piles. The log pile(s) shall not exceed four (4) feet in height or eight (8) feet in width, and thirty (30) feet in length. The Contractor shall be responsible for the repair/reconstruction of the piles, at the discretion of the Division, up to the final acceptance of the project. Burning of debris materials shall not be permitted on-site.

C. Payment: Payment shall be made at the contract lump sum price bid per **"Clearing & Grubbing."**

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**SITE SAFETY**

A. Description: The work will include the installation and implementation of safety procedures for the plugging of the orphan well as described herein.

B. Definitions & Installation: It is the Contractor's responsibility to properly maintain all of the latter mentioned throughout the duration of the project. Any damages shall be repaired or replaced at no additional cost to the Division. Site safety measures shall be removed prior to the demobilization of the Contractor's workforces. **Any release of materials into or onto the ground or surface waters outside of the primary and/or secondary containment shall follow the Ohio One-Call System as described in Appendix I, "One Call". The Ohio One-Call System shall be contacted at 1-844-OHCALL1 within 30-minutes of becoming aware of the occurrence.**

1. Stream Vicinity Requirements: As required in Part 10 of the General Specifications, the Contractor shall supply and install an absorbent boom across the entire length of the unnamed tributary downstream of the wellhead. The Contractor shall work in conjunction with the Division for the placement of the boom. The boom shall be in place for the entire duration of the Project and shall be flipped as needed in order to continually absorb any oil/hydrocarbon materials. Any pooled oil/hydrocarbon material shall be removed prior to removal of the boom. In an event that the site begins to flood, the Contractor will be required to immediately shut in the well and remove all onsite equipment that could potentially cause pollution and or contamination to the tributary.

2. Air Movers (Industrial Fans): The Contractor will also be required to have onsite industrial fans or air movers in the event natural gas is detected and found to be settling at ground level and not properly dissipating from the site.

3. Emergency Response Plan: The Contractor will assemble an Emergency Response Plan (ERP) with all contact information, emergency preventative measures, and contingency plans for any well-related issues that may occur. The Contractor will be responsible for maintaining this ERP on site during the plugging operations. Ingress/Egress for evacuation and/or public safety will be discussed in the pre-safety meeting to be held on location by the Contractor with local responders and Division personnel. These routes will be listed in the ERP. The Division will review with the Contractor prior to starting plugging operations.

C. Measurement: Measurement for payment will be considered and measured as a unit satisfactorily completed and accepted by the Division.

D. Payment: Payment for this work, including labor, installation, materials and removal shall be made at the cost proposal lump sum price for "**Site Safety.**"

SECONDARY CONTAINMENT

A. Description: This item shall include all labor and materials required for the installation, maintenance and deconstruction of the secondary containment. Onsite materials and equipment required to be stored within the secondary containment shall be as follows: containers that store liquid brine, oilfield waste, and/or fuels as well as any required pumps. In determining the method, design, and capacity for secondary containment, the Contractor shall address the typical failure mode, and the most likely quantity of brine or other oil field waste substance that would be discharged.

B. Materials: The Contractor shall supply catchment basins or diversion structures to intercept and contain discharges of brine or other oilfield waste substances during the project. Materials shall consist of impermeable containers or liners made of a material that is compatible with the waste stored or used within the containment. Containment materials shall be impervious and have supporting documentation of the permeability, chemical compatibility, and other applicable QA/QC standards, is acceptable. **Use of a liner shall at a minimum be a 20-mil thickness.** Materials shall be durable enough to support the weight of heavy equipment used for the plugging operations. Materials shall have sufficient strength and thickness to maintain the integrity of the container or liner. The container or liner shall be designed, constructed, and maintained so that the physical and chemical characteristics of the container or liner are not adversely affected by the waste and the container or liner is resistant to physical, chemical and other failure during transportation, handling, installation and use. Liner walls shall consist of metal, wood, concrete, or plastic. Wall materials shall be designed, constructed, and maintained to withstand the overtopping and sliding forces of secondary containment filled to capacity. The Division shall determine the merit of the proposed materials compatibility, impermeability, integrity, and durability in determining if the material is sufficient for the project.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

C. Installation: Secondary containment shall be installed prior to any drilling or liquid storage at the project site. Upon request of the Division, the Contractor shall provide calculations in tabular format of the containment providing both the secondary containment capacity and the on-site material storage. The Division can require that sections of a secondary containment be removed for inspection and sampling if a spill occurs during the project. Installation of the containers or liners, including seams and pipe penetrations, shall be in accordance with the manufacturer's recommendations. All seams and non-seam area of the container or liner shall be inspected by the Division for defects, holes, and blisters. Care shall be taken when operating equipment on or near the container or liner to prevent any damage to the secondary containment. If damage occurs, it shall be repaired by the Contractor at his/her expense prior to continuing the project. The Contractor shall retain all ownership and responsibility for the secondary containment. All secondary containment shall be removed from the site and retained by the Contractor at the conclusion of the project.

D. Measurement: Secondary containment, which includes all materials, labor, and equipment necessary to provide the required secondary containment, will be considered and measured as a unit satisfactorily completed and accepted by the Division. Secondary containment shall not be considered complete until all secondary containment has been removed from the site at the completion of the project.

E. Payment: Payment for this work shall include all material, labor, and equipment necessary to complete the work and be made at the cost proposal lump sum price for "**Secondary Containment.**"

SILT FENCE

A. General: This item covers construction of the silt fences and/or straw bale dikes. The Division shall designate utilization of silt fence, straw bale dikes or a combination of both at locations selected for placement. The placement of silt fence and straw bale dikes within the limits of construction shall be at the discretion of the Division. During the life of the project, the Contractor shall maintain these silt and erosion-control structures. Accumulated silt shall be removed when it, in the Division's opinion, may damage or reduce the effectiveness of the structure.

B. Straw Bale Dikes

1. Materials: Straw bale dikes shall be constructed with twine-bound square straw or hay bales, staked to remain in place.
2. Installation and Execution: The location of the dikes shall be as directed by the Division, at the time of construction. When the usefulness of the dikes has ended, they shall be removed and disposed. Dikes may remain in place upon completion of the project only when permitted by the Division.

C. Silt Fence**1. Materials**

a. The silt fence fabric shall conform to the 2016 ODOT Item 712.09, Type C. The silt fence shall be installed in accordance with all manufacturers' instructions. The fabric shall be free of any treatment that might significantly alter its physical properties. During shipment and storage, the fabric shall be wrapped in a heavy-duty protective covering to protect it from direct sunlight, dirt, and other debris. The manufacturer shall submit certified test data to cover each shipment of material.

b. The silt fence used shall be a prefabricated silt fence with fabric already attached to posts or shall be assembled in the field according to the following installation guidelines.

The fabric shall be a pervious sheet composed of a strong, rot-proof polymeric yard or fiber oriented into a stable network, which retains its relative structure during handling, placement, and long-term service. It shall have excellent resistance to deterioration from ambient temperatures, acid, and alkaline conditions, and shall be indestructible to microorganisms and insects. The material shall be resistant to deterioration by ultraviolet light and protected until placement as recommended by the manufacturer such that no deterioration occurs. During shipment and storage, the rolls of fabric shall be protected against deterioration from the sun, mud, dirt, dust and other harmful conditions at all times until their use.

2. Installation Guidelines for Silt Fence: Silt fence shall be installed in the following manner.

a. First, a small toe-in trench shall be dug along the line where the silt fence is to be placed. The trench shall be a minimum of 6-inch deep and 6-inch wide. The excavated material shall be placed on the front or uphill side of the trench to facilitate backfilling later.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

b. Next, fence posts shall be driven into the back or downstream side of the trench. The posts shall be driven so that at least one-third (1/3) of the height of the post is in the ground. When installing a prefabricated silt fence with fabric attached to the posts, the posts shall be driven so that at least 6-inch of fabric shall be buried in the ground. Most prefabricated silt fences have posts spaced approximately 6 feet – 8 feet apart, which is usually adequate. If there is a low spot where most sediment tends to collect, the prefabricated silt fences can be backed up with bale backup. Posts shall be hardwood with sufficient strength to support a full load of deposited sediment.

c. Finally the trench shall be backfilled with the excavated material and tamped so that at least 6-inch of the fabric is securely toed into the ground to prevent under-mining.

d. The silt fences shall be maintained throughout construction. The Contractor shall conduct regular inspections and after all heavy rains. Damaged fences must be repaired immediately.

e. At the completion of construction and upon establishment of suitable vegetation as determined by the Division, all silt fence structures shall be removed. Areas disturbed by the removal operation including temporary access roads shall be revegetated. In general, this operation shall consist of regrading, re-fertilizing, reseeding and mulching.

D. Measurement: Measurement for payment for the above-described work shall be made by actual field measurements of quantities satisfactorily installed and completed. When using silt fence with bale backup the measurement shall be the length of the silt fence installed, plus the length of the straw bale dike installed.

E. Payment for Silt Fence and Straw Bale Dikes: Payment for this item shall be made at the cost proposal unit price per linear foot of "**Silt Fence.**" The Division shall only pay for quantities of items that are completed.

WELL HEAD CONTROL

A. Description: This work consists of all labor, equipment, and material necessary to establish control of the well. This item shall include the installation of a wellhead control device/flow diverter on the most appropriate well casing, which will include the proposed 13.625-inch diameter well casing as well as the proposed 8.625-inch diameter surface casing.

B. Execution: The Contractor is responsible for installing, according to best management practices, a wellhead control device/flow diverter on the well casing. The Contractor shall maintain well head control and devices for the duration of the plugging project. If existing casing is discovered, the Division shall make the determination for the overall exposed depth of casing and casing extensions. If utilized, the casing shall be free from any damages or defects. If required, the casing shall be cut and cleaned of any dirt, oils and debris prior to welding extensions and/or installation of the diverter. At the discretion of the Division, further investigation of the well may be required in order to determine the adequacy of casing. This shall be paid for under line item "**Logging**" as described in the contingency specifications. Once a well head control device is installed, all fluids, gases and solids generated by the plugging process will be diverted into a tank. This tank will be set a minimum of twenty (20) feet from the well. The Contractor shall also maintain an adequate supply of freshwater at the well for possible well control emergencies, which shall be paid under the line item "**Well Control Fluid.**" The Contractor will install a two (2) inch diameter (minimum) kill line on the well. The injection point for the kill line will be a minimum of thirty (30) feet from the well. No plugging operations shall begin until a satisfactory inspection of the prepared well has been completed by the Division.

C. Measurement: Measurement for payment shall be made by field inspection of units satisfactorily completed and accepted by the Division.

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the well head control shall be made at the cost proposal lump sum price for "**Well Head Control.**"

WELL CONTROL FLUID

A. Description: The work covered by this section shall consist of furnishing all labor, equipment, and material necessary to provide and use water as a "kill" fluid for the drilling and plugging process of the well.

B. Requirements: The Contractor shall receive prior approval from the Division before using any onsite waters for the plugging process (i.e. streams, lakes or ponds). If approved, withdrawing waters of the state shall not exceed 100,000 gallons per day from an individual water source.

ATTACHMENT ELEVEN: HYPOTEHTICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

The Division will require a minimum of 75 barrels of freshwater well control fluid be maintained on the site during the plugging project.

C. Measurement: Measurement for payment for the above-described work shall be made by the actual quantity of barrels (bbls) of water used to successfully plug and/or drill the orphan well. The Division will at a minimum pay for the quantity required to be maintained on site.

D. Payment: Payment for the above work shall be made at the cost proposal unit price per barrel (bbls) for **"Well Control Fluid"**.

CONDUCTOR

A. Description: This item covers all labor, equipment, and material required to set the conductor in order to initiate the plugging procedure.

B. Materials: The conductor shall be a 13.625-inch diameter casing conforming to an 88.2 pound per foot material specifications. The Contractor shall supply the proper ranges and pup joints to complete the lengths required during installation.

C. Installation and Execution: The conductor shall set to a depth as detailed in the **Plugging Plan** and **Cost Proposal Sheet**. **The Division has estimated this quantity to be twenty (20) linear feet.** This quantity is for estimating purposes only. The conductor shall be driven in place. The Division shall not be responsible for additional materials if an alternative method is proposed for use.

D. Measurement: Measurement for payment for the conductor work shall be made by actual field measurements of quantities satisfactorily installed and completed per linear foot of conductor set.

E. Payment: Payment for this item shall be made at the cost proposal unit price per linear foot of **"Conductor."**

SURFACE CASING

A. Description: This item covers all labor, equipment, and material required to set the surface casing for the plugging of the orphan well.

B. Materials: The surface casing shall be an 8.625-inch diameter casing conforming to a 24 pound per foot STC (Short Thread and Coupling) material specifications. The Contractor shall supply the proper ranges and pup joints to complete the lengths required during installation.

C. Installation and Execution: The surface casing shall set to a depth as detailed in the **Plugging Plan** and **Cost Proposal Sheet**. **The Division has estimated this quantity to be 100 linear feet.** This quantity is for estimating purposes only. Drilling shall be completed with a 11.625-inch minimum size drilling bit. The Division shall not be responsible for additional materials if an alternative method or drill bit is proposed for use.

D. Measurement: Measurement for payment for the surface casing work shall be made by actual field measurements of quantities satisfactorily installed and completed per linear foot of surface casing set.

E. Payment: Payment for this item shall be made at the cost proposal unit price per linear foot of **"Surface Casing."**

LOGGING

A. Description: This work consists of all labor, equipment, and material necessary to determine the total depth (TD) of the well, depth of tubing and casing, existence of a packer, as well as the depth and thickness of the packer and any casing, if present.

B. Execution: The contractor shall complete the logging of the well bore, casing, tubing, packer, and/or cement to the depth of the current of well bore, casing, tubing, packer, and/or cement. The methods of logging to be used shall include but not be limited to gamma ray (GR), bond, casing collar locator (CCL), caliper, and temperature log. Prior to use, the Contractor shall propose the method of logging and shall be approved by the Division.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

C. Measurement: Measurement for payment shall be made by field inspection of units satisfactorily completed and accepted by the Division.

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the investigation of the well shall be made at the cost proposal per unit price per each for **"Logging."**

WELL PREPARATION & PLUGGING

A. Description: This work consists of all labor, equipment, and material necessary to prepare the well for plugging and complete all required plugs. This shall include drilling, cleanout of the well bore to the total depth of the well, circulating the well bore prior to each plug, setting all required plugs, and verification of each plug depth.

B. Execution: The Contractor shall supply all equipment needed to complete the well preparation in an efficient manner that will be approved by the Division. This shall include but not be limited to the rig, cementing equipment, and associated equipment. The Contractor will drill and circulate the well bore prior to setting any casing or well plugs. The Contractor shall identify the diameter of the well bore below the surface casing and drill with a full-size bit to total depth. In any case where an

obstruction is encountered and total depth cannot be achieved, the Contractor shall immediately notify the Division. The Contractor shall propose a plan to assess the nature of the obstruction that shall be approved by the Division. Additional work associated with removal of the obstruction shall be described and paid for under the Contingency Specifications and as listed on the **Cost Proposal Sheet** and agreed upon by the Division. The Contractor shall circulate the well bore with freshwater or approved drilling muds prior to cementing. Lost Circulation Material (LCM) may be used to aid in obtaining circulation, as approved by the Division. **Circulation must be established prior to conducting cementing procedures.** Use of LCM shall be per the **"Lost Circulation Material"** specification included in the Contingency Specification. LCM shall be available at the site during the completion of this line item **"Well Preparation & Plugging."** **The well shall be in a static condition prior to beginning any cementing activities.** Prior to setting any plugs the Contractor shall remove all free crude oil from the wellbore either by bailing or circulating. The Contractor shall set all plugs as described in the **Plugging Plan** to the depths described with the materials described. This shall include setting the bottom plug, intermediate plugs, and the surface plug. All plugs shall be allowed to set for the periods described in the **Plugging Plan**. The Contractor shall determine with the required tools if any plug has dropped. **If a plug has dropped or is determined to not be a competent plug, then drill out of the plug or additional staged plugs may be required at the discretion of the Division as a part of this line item. The Division reserves the right to adjust the Plugging Plan during the plugging process based on site conditions.**

C. Measurement: Measurement for payment shall be made by field inspection of units satisfactorily completed and accepted by the Division.

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the well preparation and plugging shall be made at the cost proposal lump sum price for **"Well Preparation & Plugging."**

TUBING/DRILL PIPE

A. Description: This item covers all labor, equipment, and material required to supply tubing and/or drill pipe at the site for the purpose of drill out and placement of cement and spacers.

B. Materials: The Contractor shall supply a minimum outside 2.375-inch minimum diameter tubing in a condition that will allow for the pumping of cement for the purposes of plugging the well. With approval from the Division the Contractor may substitute tubing with appropriate drill pipe for use and payment of this item. Only drill pipe used at the site in place of the tubing will be paid for in this line item. Drill pipe used for drilling purposes will not be considered for payment in this line item. Otherwise drill pipe shall be considered paid for in the line item **"Well Preparation & Plugging."** **For this project the Contractor shall supply 900 feet of 2.375-inch diameter tubing to the project site. The Contractor shall identify the weight of the tubing supplied for quantity calculating purposes.**

C. Installation: The Contractor will install and remove the tubing as necessary in order to complete the **Plugging Plan**. The Contractor shall maintain ownership at the conclusion of the project of all tubing that was brought to the site for these purposes.

D. Measurement: Measurement for payment of the above-described work shall be made by actual field measurements per linear foot of tubing delivered to the site.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

E. Payment: Payment for this item shall be made at the cost proposal lump sum price for **"Tubing/Drill Pipe."**

CLASS "A" CEMENT

A. Description: This item shall cover all labor, materials, and equipment necessary to set the surface casing and to plug the well as specified in the **Plugging Plan**.

B. Materials: Cement materials shall be API Class "A" or with prior approval, shall be of material conforming to 2016 ODOT CMS Item 701.04 (ASTM C150 Type I). The cement shall not contain bentonite, fly ash, or other extenders which delay set time or decrease the overall compressive strength unless otherwise noted. Water used for cementing shall be free of any impurities that will adversely affect set time and compressive strength.

C. Installation: **The Contractor shall notify the Division at least 24 hours in advance of placing the cement.**

Preparation of the well bore shall be completed per line item **"Well Preparation & Plugging"** prior to placement of the cement. All cement must be mixed on-site. The cement slurry shall be mixed at the API recommendation, between 15.4 and 15.8 pounds per gallon. The Class "A" Cement shall be placed to the depths and intervals described in **Plugging Plan**. It is the Contractor's responsibility to provide a mud scale for weighing the cement slurry.

D. Setting: Setting times shall be completed as described in the **Plugging Plan**. For the surface plug any void space between the top of the cement and the top of the casing shall be filled to achieve a level cement line with the top of the casing. This shall be done at no additional cost to the Division. The cement must develop a minimum compressive strength of 500 PSI after 24 hours at well bore temperatures. The Division reserves the right to collect test cylinders throughout the duration of the cementing process.

E. Measurement: Measurement for payment shall be based on the actual quantity of sacks of cement acceptably placed and shall be verified with delivery tickets. A sack shall be considered to be 94 pounds prior to mixing.

F. Payment: The above described work shall be paid for at the cost proposal unit price per sack for **"Class "A" Cement."**

CEMENT MIXING & PUMPING

A. Description: This item shall cover all labor, materials, and equipment necessary to mix and pump cement as specified in the **Plugging Plan**.

B. Execution: Cementing equipment required on site to mix and pump casing cement and cement plugs shall be provided until each individual casing cementing or plug cementing is completed. This shall include but not be limited to pump truck, mud pump, and associated equipment.

C. Measurement: Measurement for payment shall be made by field inspection of units satisfactorily completed and accepted by the Division.

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the mixing & pumping of cement into the well shall be made at the cost proposal per unit price per each for **"Cement Mixing & Pumping."**

NINE SACK GROUT

A. Description: This work shall include furnishing all labor, materials, equipment, and supplies necessary to plug the well as specified in the **Plugging Plan**.

B. Materials: Nine Sack Grout shall consist of the following materials and requirements: (SSD means saturated surface dry)

1. Cement Type I-II: Cement shall conform to 2016 ODOT CMS Item 701.02 and 701.04.

Constituent SSD Weight (lbs.) Volume (ft.³)

Cement Type I-II 846.00 4.30

Sand 2550.00 15.54

Water 417.00 6.68

2. Sand: Sand shall be in accordance with ASTM C150.

3. Water: Water shall be in accordance with ASTM C1602.

The grout shall contain a maximum of 1% entrapped air.

Grout shall have a water to cement ratio (W/C) equal to 0.50 and an overall unit weight of 142.30 pounds per cubic foot.

Slump tests may be done at the discretion of the Division. Slump requirements shall be determined in the field at the time of construction.

The Division has accounted for excess materials due to loss in the wellbore in the quantities on the **Cost Proposal Sheet**.

ATTACHMENT ELEVEN: HYPOTEHTICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

C. Installation: **The Contractor shall notify the Division at least 24 hours in advance of placing grout.** The surface plug shall be grouted to the depths described in the **Plugging Plan**. Well preparation and circulation shall be achieved as detailed in the **"Well Preparation & Plugging"** line item and the **Plugging Plan**.

D. Setting: Setting times shall be completed as described in the **Plugging Plan**. For the surface plug any void space between the top of the grout and the top of the casing shall be filled to achieve a level grout line with the top of the casing.

E. Measurement: Measurement for payment for the above-described work shall be based upon material quantities satisfactorily installed as well as delivery tickets furnished to the Division.

F. Payment: Payment for all the above-described work shall be made at the cost proposal unit price per cubic yard for **"Nine Sack Grout."**

FLUID DISPOSAL

A. Description: This item shall consist of removing and disposing of the fluid generated from the well plugging process. Fluids to be removed shall be at the discretion of the Division and shall be injected at an approved Class II disposal well as listed on the Contractor's cost proposal sheet.

B. Material: Materials will be defined below as described for the purposes of this scope of work. Contaminated Fluids: Contaminated fluid will be considered as all fluids used in the circulation of the well bore, fluids utilized as a "kill" substance and/or fluids generated from the well. The Division reserves the right to deem a fluid "contaminated" at its discretion.

Contaminated fluids are further defined as water that contains quantifiable concentrations of oil, natural gas(es), condensate, brine, plugging products, or other oil field waste substances.

Freshwaters: Water that has not been classified as a contaminated fluid and has been stored in an uncontaminated container shall be visually inspected for oil sheen, and field tested for pH and chlorides. The chloride concentration shall be less than 250 mg/L and the pH shall be within a range of 6.5-8.5 standard units (SU). If a water is deemed as freshwater based on these inspections and tests, the Contractor may discharge freshwater into or onto the land in an appropriate manner.

Freshwater disposal shall not be paid for under this line item **"Fluid Disposal."**

C. Off-Site Disposal: Fluids designated as "contaminated" shall be hauled to an appropriate Class II disposal well. Proof of disposal from the disposal well shall be furnished within three (3) days of acceptance to the Division. No additional compensation shall be made for onsite fluid storage. If contaminated fluids remain onsite, proper containment shall be established meeting all requirements as described in line item **"Secondary Containment"** at no additional cost to the Division. Onsite storage time shall not exceed 72 hours after plugging activities have been completed.

D. Measurement: Measurement for payment shall be verified based on documentation proof of a quantity of disposal from the disposal well utilized.

E. Payment: Payment shall be made at the cost proposal unit price barrel for **"Fluid Disposal."**

CONTAMINATED MATERIAL DISPOSAL

A. Description: This item shall consist of removing contaminated soils and cuttings from the site for offsite disposal. Soils and cuttings to be removed shall be at the discretion of the Division and shall be disposed of at an approved EPA licensed landfill as listed on the Contractor's **Cost Proposal Sheet**.

B. Material:

Contaminated Soils/Cuttings: Contaminated soils and cuttings are defined as soils or cuttings in which oil, gas, condensate, brine, plugging products, or oil field waste substances have been released in or on the land. The Contractor will excavate and properly dispose of all soils from the location that are visibly impacted with oilfield contaminants. The Contractor shall solidify any residual fluid associated with these soils with Portland Cement, prior to removal as a part of this line item. Prior to solidification of contaminated materials, the contractor shall use due diligence to remove fluids from the contaminated materials. Fluids removed from the contaminated materials shall be disposed of per line item **"Fluid Disposal."**

Soils deemed "contaminated" as a result of Contractor negligence during the plugging process will be removed and disposed of at the Contractor's expense. Disposal procedures will conform to all requirements stated within this line item.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

C. Off-Site Disposal: Soils designated as "contaminated" shall be hauled to an appropriate licensed landfill. Copies of truck weight tickets from the landfills shall be furnished within 3 days of acceptance to the Division. The Division reserves the right to require soil analysis testing throughout the duration of the project. Contaminated soil analysis testing shall be considered incidental to this line item. Contaminated soils shall be loaded and hauled away as they are excavated. No additional compensation shall be made for onsite contaminated soil storage. If excavated soils remain onsite, proper containment shall be established meeting all requirements as described in line item "**Secondary Containment**" at no additional cost to the Division. Onsite storage time shall not exceed 72 hours after plugging activities have been completed.

D. Measurement: Measurement for payment shall be verified based on weight tickets of quantities disposed at the approved EPA licensed landfill.

E. Payment: Payment shall be made at the cost proposal unit price per ton for "**Contaminated Material Disposal.**"

SITE RESTORATION

A. Description: This work shall cover all operations incidental to the establishment of grasses within the areas disturbed by the Contractor, including the furnishing and sowing of seed; and furnishing and applying of mulch materials, all in accordance with these specifications. Additionally, this work shall include, but not be limited to, repair of grounds and vegetation, including landscaping amenities, ornamental shrubs and trees damaged in any manner during the work operations. All areas shall be properly graded to a smooth final grade with topsoil and blended into adjoining areas at the most moderate slope possible. Seedbed preparation through the use of scarifying equipment is also required. All site restoration work is to be completed within fourteen (14) days of the completion of the construction activities. The Contractor may request in writing to the Division an extension for site restoration. Requests shall only be granted based on season or weather conditions.

B. Materials: The materials to be used for restoration shall conform to the applicable requirements of these specifications.

1. Seed: The varieties of grass seed to be furnished to the project shall bear a tag on each bag of each species showing the lot number, grower's name, percent of purity, percent of germination, and weed content. Tags shall be provided to the Division. All seeds shall be free from noxious weeds and under no condition shall the total weed content of any lot of seed or seed mixture exceed one-half of one percent by weight. No seed shall be utilized which has a mix date older than one year. The Division reserves the right to test, reject, or approve all seed after delivery to the project.

2. Species Composition: The following seed mix shall be sown at the indicated rate. This mixture is listed by recommended planting season and for existing site conditions, and/or intended use. Further information may be found in the Agronomy Guide, Bulletin 472,

Cooperative Extension Service, The Ohio State University.

GENERAL SEED MIX lbs/acre

Orchardgrass (*Dactylis glomerata*) 15.0

98/85 Kentucky Bluegrass 12.0

Timothy (*Phleum pratense*) 12.0

Birdsfoot Trefoil (*Lotus sp.*) 9.0

Red Clover (*Trifolium pratense*) 8.0

White Clover (*Trifolium repens*) 7.0

Annual Ryegrass (*Lolium multiflorum*) 8.5

Perennial Ryegrass (*Lolium perenne*) 3.5

Total lbs/acre 75

Other types of seed may be substituted if requested by the property owner(s). If such substitutions are made, they are to be made at no additional cost to the Division.

3. Mulching Material: All mulch material shall be free from mature seed-bearing stalks or roots or prohibited or noxious weeds. Any type of hay is not acceptable. Mulch shall include baled wheat straw or oat straw. It shall be dry and reasonably free of weeds, stalks, or other foreign material.

4. Fertilizer: Fertilizer shall be commercial grade (19-19-19) and shall be applied at the rate of 20-lbs/1000 sq. ft.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)**C. Installation:**

1. Start of Work: Site restoration work shall begin as soon as possible after the completion of construction. Final site restoration operations shall be completed within fourteen (14) working days of the final construction activities. The Contractor may request in writing to the Division an extension for site restoration. Requests shall only be granted based on **season or weather conditions**.

2. Area Preparation of Soil: Spread and grade available topsoil uniformly over all disturbed areas. All areas to be seeded shall be loosened by disking, harrowing, or other approved methods immediately prior to seeding. The soil shall be loosened to a depth of approximately three inches. Following tilling of the soil, the seedbed shall be allowed to firm up. Final prepared surface shall have a smooth final grade and blend into the surrounding contour.

3. Fertilizer: Immediately following area preparation fertilizer shall be broadcasted. Fertilizer shall be broadcasted by approved methods that provide for uniform distribution over the entire disturbed area.

4. Seed: Immediately following area preparation for fertilizing and seeding, seed shall be sown. Seed shall be sown by approved methods that provide for uniform distribution of the seed mix as specified above. After broadcasting or otherwise applying the seed, the surface of the seedbed shall be raked.

5. Mulching: Apply the equivalent of 100 pounds per 1,000 square feet of clean straw mulch.

6. Applying and Anchoring Mulch: Apply mulch to the sown area within 24 hours of seeding at the rate per square feet as specified above and spread to a uniform depth. The straw shall be placed in a moist condition or shall be sprinkled immediately after placement.

7. Maintenance and Repairs: The Contractor shall, during construction and prior to acceptance, properly care for all areas mulched and perform all mulching operations necessary to provide protection and establish growth of the seeded areas. Mulch that becomes displaced shall be reapplied at once, together with any necessary reseeding, all at no expense to the Division.

D. Structures and Landscape Amenities, Repair and Replacement: This work shall cover all operations incidental to the repair and/or replacement of any and/or all landscape amenities above, in, and/or below ground within the limits of construction, including all other areas disturbed by the Contractor. This description includes all paved or poured structures, such as sidewalks, curbs or concrete roadways, etc. All work and materials shall be verified with the Division prior to any work. Any damage caused due to contractor negligence shall be paid for by the Contractor at his/her expense.

E. Measurement: Measurement for payment of site restoration, which includes seedbed preparation, seeding, mulching, fertilizing, and replacement of shrubs, trees and landscape amenities shall be considered and measured as a unit satisfactorily completed and accepted by the Division.

F. Payment: Payment for this work, which includes seedbed preparation, seeding, mulching, fertilizing, required replacement of all shrubs, trees and landscaping amenities, etc., and general cleanup shall be made at the cost proposal lump sum price for **"Site Restoration."**

NO. 57 STONE

A. Description: This work covers the quality, material placement and requirements as a top course stone for Coal Run Street as shown on the Drawing Plan Set upon completion of the project.

B. Materials: The materials shall consist of sound and durable rock, gravel or stone of the proper gradation meeting ODOT specifications. The material shall be free from cracks, seams, and other defects, which tend to increase deterioration from natural causes. It shall be highly resistant to weathering and disintegration under freezing and thawing and wetting and drying as evidenced by laboratory tests and/or service records. The Division at any time during the project may reject any materials, at the source or job site, not meeting the requirements of these specifications. Acceptability of material will be determined by laboratory tests, visual inspection and/or service records as required by the Division. Service records will include documentation to show the material has performed satisfactory on similar structures.

C. Installation: Upon delivery of the material to the site the Contractor shall install the material in place as shown on the Drawing Plan Set.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

D. Measurement: The material shall be measured for payment by the ton (2,000 pounds) for material acceptably placed in the work as determined by certified scale weight tickets. All material wasted or used by the Contractor for other purposes and any material not placed in the work in accordance with the requirements of the work order and these specifications and drawings shall be measured and not included for payment by weight. A conversion factor of 1.5 ton per cubic yard of No. 57 Stone shall be used if necessary.

E. Payment: Payment this work as specified above shall be made based on the cost proposal unit price per ton for **"No. 57 Stone."**

DEMOBILIZATION

A. Description: This work shall consist of the demobilization of all personnel, plugging related equipment and materials as well as the cleanup of all areas upon completing all other work required under the scope of work for the well site.

B. Execution: Any damage to the road, drives, and/or culverts caused by the demobilization shall be repaired by the Contractor at the Contractor's expense. All repairs shall be done equal to or better to that which existed prior to construction activities.

Removal and proper disposal at a licensed landfill of any materials (booms, absorbent pads, etc.) used to contain and/or remove hydrocarbons or brines that contaminated the ground, ground waters, or surface waters in correlation to this well shall be included in this item.

C. Measurement: Measurement for payment will be considered and measured as a unit satisfactorily completed and accepted by the Division.

D. Payment: The cost of this work shall be included in the cost proposal lump sum price for **"Demobilization."**

CONTINGENCY SPECIFICATIONS

CONTINGENCY SPECIFICATIONS WILL ONLY BE DIRECTED VIA A FIELD ORDER FROM THE DIVISION. THE FIELD ORDER WILL DEFINE THE QUANTITY APPROVED. CONTINGENCY SPECIFICATION USE WILL BE DETERMINED BASED ON-SITE CONDITIONS THAT ARE DETERMINED BY THE DIVISION.

ALTERNATIVE WELL CONTROL FLUID

A. Description: The work covered by this section shall consist of furnishing all labor, equipment, and material necessary to provide and use a bentonite clay gel or a weighted brine as a "kill" fluid for the drilling and plugging process of the well.

B. Materials: Based on the onsite conditions the Contractor shall propose a brine or gel for approval from the Division. Once a material is approved the Division will require a minimum quantity be maintained at the site during the plugging project.

C. Measurement: Measurement for payment for the above-described work shall be made by the actual quantity of barrels (bbls) of kill fluid used to successfully plug and/or drill the orphan well. The Division will at a minimum pay for the quantity required to be maintained on site.

D. Payment: Payment for the above work shall be made at the cost proposal unit price per barrel (bbls) for **"Alternative Well Control Fluid"**.

DOWNHOLE VIDEOGRAPHY

A. Description: This work consists of all labor, equipment, and material necessary to video record the well bore in order to assess a well bore obstruction.

B. Execution: The Contractor shall supply all equipment needed and complete the videography recording of the well bore to the depth of the current obstruction. The Contractor shall supply the Division with an electronic copy of the videography recorded in a format viewable in readily available current software.

C. Measurement: Measurement for payment shall be made by the delivery of an acceptable video and photos to the Division of the current obstruction. Measurement shall be per obstruction, not per video or photo.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the video recording of the current obstruction made at the cost proposal per unit price per each for **"Downhole Videography"**.

FISHING

A. Description: This work consists of all labor, equipment, and material necessary to remove and/or clear the well bore as needed in order to reach total depth by the means of fishing the obstruction in the well bore.

B. Execution: The Contractor shall supply the equipment needed to complete the fishing in an efficient manner that will be approved by the Division. This shall include but not be limited to the rig, impression blocks, and associated equipment. **This shall not include the fishing tools required to complete this work. The Division will develop a negotiated change order to deliver and use the appropriate fishing tools required based on the unforeseen conditions.** Appropriate fishing tools shall be provided for the circumstances encountered.

C. Measurement: Measurement for payment shall be made by field inspection of the actual quantity of hours in which the drilling rig and other fishing equipment were diligently operating in a manner to remove the obstruction.

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the obstruction removal shall be made at the cost proposal per unit price per hour for **"Fishing"**.

MILLING

A. Description: This work consists of all labor, equipment, and material necessary to remove and/or clear the well bore as needed in order to reach total depth by the means of milling the well bore.

B. Execution: The Contractor shall supply the equipment needed to complete the milling in an efficient manner that will be approved by the Division. This shall include but not be limited to the rig, swivel, mud pump, and associated equipment. **This shall not include the milling bits required to complete this work. The Division will develop a negotiated change order to deliver and use the appropriate milling bits required based on the unforeseen conditions.** Appropriate milling bits shall be provided for the circumstances encountered. Milling bits shall be factory made unless approved otherwise in writing by the Division.

C. Measurement: Measurement for payment shall be made by field inspection of the actual quantity of hours in which the drilling rig and other milling equipment were diligently operating in a manner to remove the obstruction.

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the obstruction removal shall be made at the cost proposal per unit price per hour for **"Milling"**.

SHOOTING

A. Description: This work consists of all labor, equipment, and material necessary to sever/shoot a casing or tubing at a determined depth for the purpose of removing the casing or tubing string by the means of shooting.

B. Execution: The Contractor shall complete the shooting of the casing or tubing at a depth approved by the Division. The Contractor shall propose the material for shooting of the casing or tubing and shall be approved by the Division.

C. Measurement: Measurement for payment shall be made by field inspection of units satisfactorily completed and accepted by the Division.

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the shooting the casing or tubing made at the cost proposal per unit price per each for **"Shooting"**.

CUTTING/RIPPING

A. Description: This work consists of all labor, equipment, and material necessary to sever/cut a casing or tubing at a determined depth for the purpose of removing the casing or tubing string by the means of cutting or ripping.

B. Execution: The Contractor shall complete the cutting/ripping of the casing or tubing at a depth approved by the Division. The Contractor shall propose the method for cutting/ripping of the casing or tubing and shall be approved by the Division.

ATTACHMENT ELEVEN: HYPOTHEITICAL SITE SPECIFIC ORPHAN WELL SCOPE OF WORK (Cont'd.)

C. Measurement: Measurement for payment shall be made by field inspection of units satisfactorily completed and accepted by the Division.

D. Payment: Payment for the above described work, which includes all labor, materials, equipment necessary for the cutting/ripping of the casing or tubing made at the cost proposal per unit price per each for **"Cutting/Ripping"**.

LOST CIRCULATION MATERIALS

A. Description: This work shall include furnishing all labor, materials, equipment, and supplies necessary to expose portions of the well bore to lost circulation materials (LCM) as determined necessary. Lost circulation materials shall be implemented to aid in obtaining well bore circulation prior to any cementing operations.

B. Materials: Lost circulation materials shall be selected by the Contractor based on site conditions encountered and proposed to the Division for approval.

C. Measurement: Measurement for payment shall be based on the actual quantity of sacks of lost circulation materials satisfactorily placed and shall be verified with delivery tickets.

D. Payment: Payment for all the above-described work shall be made at the cost proposal unit price per sack for **"Lost Circulation Materials"**.