



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

# Request for Quotation

RFQ NUMBER  
**DEP14894**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN**  
**304-558-2157**

VENDOR

\*312111259      304-372-5323  
**FRANCIS BROTHERS LLC**  
**RT 1 BOX 396**  
  
**RIPLEY WV 25271**

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPARTMENT OF**  
**OFFICE OF OIL & GAS**  
**601 57TH STREET SE**  
**CHARLESTON, WV**  
**25304**      **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
<b>01/31/2010</b>				

BID OPENING DATE: **03/17/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>968-42</b>		
<p><b>PLUGGING OF OIL AND NATURAL GAS WELLS</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF OIL AND GAS, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT THAT WILL PROVIDE THE AGENCY WITH THE PROFESSIONAL SERVICES OF PLUGGING OIL AND NATURAL GAS WELLS OF VARIOUS DEPTHS; AND THE RECLAMATION OF ALL LANDS DISTURBED IN ASSOCIATION WITH THE PLUGGING OPERATIONS IN ACCORDANCE WITH WEST VIRGINIA CODE 22-6, PER THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <p>THE AGENCY INTENDS TO ISSUE MULTIPLE AWARDS, WITH A MINIMUM OF 1 AND NO MORE THAN 10 FOR THIS CONTRACT.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 02/18/2010 AT DEP HEADQUARTERS AT 601 57TH ST. SE, CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE</p>						

RECEIVED

2010 MAR 12 AM 9:46

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Francis Brothers*      TELEPHONE **304-372-5452**      DATE **3-8-10**

TITLE *Gen. Mgr.*      FEIN **20 232 5805 001**      ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), ~~approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm)~~ and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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**25304                      304-926-0499**

DATE PRINTED <b>01/31/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>CALL 304.926.0499 FOR DIRECTIONS TO DEP HEADQUARTERS.</p> <p>WAGE RATES: THE CONTRACTOR/SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR DAVIS-BEACON ACT OR THE WV PREVAILING WAGE RATE AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO THE WEST VIRGINIA CODE 21-5A, ET. SEQ. AND 42CSR7 RULES &amp; REGULATIONS FOR THE WV PREVAILING WAGE ACT. FOR PREVAILING WAGE RATES PLEASE VISIT THE SECRETARY OF STATE WEBPAGE AT: <a href="http://www.wvsos.org">HTTP://WWW.WVSOS.ORG</a> AND FOLLOW THE LINK TO LABOR RATES. FOR QUESTIONS OR ASSISTANCE IN DETERMINING THE CORRECT PREVAILING WAGE RATES, CALL 304-558-7890, DIVISION OF LABOR.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Turner</i>	TELEPHONE <b>304-372-5452</b>	DATE <b>3-8-10</b>
TITLE <i>Paul Turner</i>	FEIN <b>20 232 5805-001</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Paul A...</i>	TELEPHONE 304-372-5452	DATE 3-8-10	
TITLE <i>Gen. Mgr.</i>	FEIN 20 232-5805-001	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>CERTIFICATION: VENDOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL EQUIPMENT AND PERSONNEL INVOLVED IN CONDUCTING ACTIVITIES UNDER THIS CONTRACT ARE PROPERLY LICENSED AND/OR CERTIFIED. THE VENDOR SHALL ALSO BE RESPONSIBLE FOR ALL PERMITS THAT MAY BE REQUIRED TO MOVE EQUIPMENT TO AND FROM THE JOB SITE.</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE</p>						

SIGNATURE <i>Paul Turner</i>				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
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<p>PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304-372-5452</b>	DATE <b>3-8-10</b>
TITLE <i>[Signature]</i>	FEIN <b>20 232-5805-001</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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	NO. 2 .....					
	NO. 3 .....					
	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE</p> <p>.....            COMPANY</p> <p>.....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE</p>						

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<p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP14894</p> <p>BID OPENING DATE: 03/17/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>NAME OF CONTACT PERSON (PLEASE PRINT)</p> <p>-----</p> <p>**VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT TO ADDRESS TO BE USED FOR PAYMENT PROCESSING.</p>						

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SIGNATURE *[Signature]* TELEPHONE **304-372-5452** DATE **3-8-10**

TITLE *[Signature]* FEIN **20 232 5805 001** ADDRESS CHANGES TO BE NOTED ABOVE

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### **Procedure for Contracting Work**

Work directives for individual sites or projects will be issued to a qualified contractor in a manner which will be most advantageous to the State. The contractor with the lowest bid items that are indicated in the work directive will be selected. If low bidder is not available then the next lowest will be selected.

### **Down Equipment**

Equipment shall be considered down if it is out of production for more than (2) two hours due to mechanical failure or other conditions and no pay will be authorized until production is resumed. The Department of Environmental Protection, Office of Oil and Gas will not pay for time for fueling and lubrication of the unit(s).

### **Emergency Situation/Project**

In the event that an emergency situation should arise that requires immediate attention regarding plugging oil and natural gas wells and may also require the halt of current operations, the Office of Oil and Gas reserves the right to request the vendor to relocate to assist with the emergency.

### **Workmanship**

The Office of Oil and Gas reserves the right to terminate any plugging job which does not conform with reasonable production standards. Production standards will be based on historical performance data under similar circumstances.

Only vendors who show evidence of employment of qualified and experienced operators who have satisfactory performance reputation in this specialized field will be considered.

### **Basis of payment**

The vendor will invoice the Office of Oil and Gas upon completion of plugging work and reclamation. In the event that a job exceeds a 30-day work period, vendors will be permitted to submit monthly invoices for actual services rendered. Invoices will then be submitted monthly or upon completion of the project, whichever occurs first.

The invoice shall be itemized showing hours worked and all related expenses.

### **Fiscal Funding**

It is understood that if the Office of Oil and Gas is not allocated funds for the future succeeding fiscal periods for the continued procurement of the services covered by this agreement, the Office of Oil and Gas shall be obligated to pay all charges incurred through the end of such fiscal period at which time this agreement shall automatically terminate. No penalty shall accrue to the Office of Oil and Gas in the event the provision for non-appropriation of funds is exercised. This provision shall not be construed so as to permit the Office of Oil and Gas to terminate the agreement in order to acquire similar services from another vendor or source.

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: FRANCIS BROTHERS LLC                      Signed:

Date: 3-8-10    Title: Sec. Inv.

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Francis Brothers LLC

Authorized Signature: *Per Fran* Date: 3-8-10

State of West Virginia

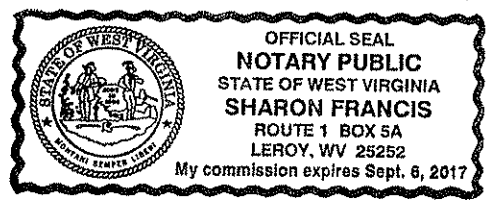
County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of March, 2010.

My Commission expires September, 2017.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Sharon Francis*



Contract Specifications - DEP14894

Items and Estimated Quantities

Item No:	Quantity	Description	Unit Price	Amount
		<p>A SEPARATE QUOTE SHOULD BE SUBMITTED FOR EACH TYPE OF RIG THE CONTRACTOR HAS AVAILABLE FOR PLUGGING OIL AND NATURAL GAS WELLS.</p>		
		<p>COMPLETE THE FOLLOWING FOR EACH RIG TYPE:</p>		
		<p>BASE STATION ADDRESS:  <i>Francis Brothers LLC</i>  <i>RT. 1 Box 396</i>  <i>Ripley, WV 25271</i></p>		
		<p>TYPE OF RIG:  <i>Cooper Double Pole</i>  <i>Speed Star Double Pole</i>  <i>Wilson Double Pole</i>                      MODEL NUMBER:  <i>Cooper 32x32</i>  <i>SR 50</i>  <i>Super 38</i></p>		
		<p>OPTIONAL ADDITION OR MODIFICATION:</p>		
		<p>SERIAL NUMBER:  <i>6400</i>  <i>4754</i>  <i>1234</i></p>		

**Bid Schedule  
#DEP14894**

Item No:	Quantity	Description	Unit Price	Amount
		RIG (PER HOUR) -		
1.	300	2 Men Crew	\$ 160.00	
2.	900	3 Men Crew	\$ 190.00	
3.	300	4 Men Crew	\$ 220.00	
		<b>*Equipment and truck rates shall be inclusive of operator.</b>		
		(All trucks to be oil field equipped)		
		TRUCKING (PER HOUR):		
4.	500	Tandem Truck w/winch	\$ 85.00	
5.	200	Flat Bed w/winch (single axle)	\$ 85.00	
6.	400	Tractor and Trailer w/winch	\$ 85.00	
7.	200	Tractor and Trailer (without winch)	\$ 85.00	
8.	500	Pickup	\$ 50.00	
9.	100	Dump Truck (TANDEM)	\$ 85.00	
10.	300	PER DIEM (PER MAN/EA.DAY)	\$ 95.00	
		DOZER w/winch (PER HOUR) 4 hour minimum		
11.	600	Small Dozer: Cat D5C equiv. or smaller:	\$ 80.00	
12.	600	Medium Dozer: Cat D6C equiv. or larger:	\$ 95.00	
		BACKHOE (PER HOUR) 4 hour minimum -		
13.	1200	Rubber Tire (4X4) Backhoe:	\$ 80.00	
14.	300	Excavator (JD450 or equiv.) Backhoe:	\$ 100.00	
		POWER SWIVEL (PER HOUR USE) - 4 hour minimum		
15.	300	25 ton or equiv.:	\$ 50.00	
16.	25	35 ton or equiv.:	\$ 50.00	
		MUD PUMP (PER HOUR) - 4 hour minimum		
		(includes all hoses & attachments)		
17.	300	4 x 6 or equiv.:	\$ 40.00	
18.	50	5 x 7 or equiv.:	\$ 45.00	
19.	50	5 x 10 or equiv.:	\$ 50.00	

Bid Schedule  
#DEP14894  
(cont)

Item No:	Quantity	Description	Unit Price	Amount
		POWER TONGS (PER DAY)		
20.	100	4 1/2" or smaller:	\$ 100.00	
21.	10	Over 4 1/2" up to 8 5/8":	\$ 200.00	
22.	3	Larger than 8 5/8":	\$ 200.00	
		PIPE CUTTING (EACH CUT) (charge for logging truck) -		
23.	10	7" - 9 5/8":	\$ 900.00	
24.	25	4 1/2" - 6 5/8":	\$ 900.00	
25.	10	2 3/8" - 3 1/2":	\$ 900.00	
26.	3	DOWNHOLE CAMERA (PER DAY)	\$ 2900.00	
		CASING AND TUBING PURCHASE (PER FOOT) -		
27.	20	13 3/8" new:	25.40	
28.	20	used:	10.00	
29.	20	10 3/4" new:	20.50	
30.	100	used:	9.75	
31.	20	8 5/8" new:	11.55	
32.	150	used:	7.00	
33.	75	7" new:	9.00	
34.	300	used:	4.00	
35.	40	4 1/2" new:	7.15	
36.	100	used:	3.50	
37.	500	2 3/8" new:	5.50	
38.	500	used:	2.50	
39.	500	1 1/2" new:	2.00	
40.	500	used:	1.00	
		CASING AND TUBING RENTAL new or used (PER FOOT) - (PER WELL) - INCLUDING SLIPS & ELEVATORS		
41.	300	7":	2.00	
42.	300	4 1/2":	1.50	
43.	10,000	2 7/8":	1.25	

**Bid Schedule**  
**#DEP14894**  
**(cont)**

Item	Quantity	Description	Unit Price	Amount
44.	10,000	2 3/8":	1.00	
45.	300	1 1/2":	.90	
46.	100	WATER PUMPED 3" TRASH PUMP (PER HOUR):	20.00	
47.	750	OILFIELD EQUIPPED VACUUM WATER TRUCK: (PER HOUR) (incl. DRIVER)	90.00	
48.	400	WATER TRUCK (WITH PUMP)	90.00	
		WATER TANK (PER TANK PER WELL) -		
49.	40	100 barrel:	75.00	
50.	10	greater than 100 barrel:	75.00	
51.	15	OIL TANK DISPOSAL (PER TANK) (Trucking Not Included)	400.00	
52.	45000	DISPOSAL OF GEL (PER BARREL) (Trucking Not Included)	15.00	
53.	1500	DISPOSAL OF SALT WATER (PER BARREL) (*Trucking Not Included)	7.00	
54.	50	DISPOSAL OF DRILL CUTTINGS (PER TON) (*Trucking Not Included)	80.00	
55.	300	AQUA GEL MIXED / 100 LBS: (*Trucking & labor not included)	21.00	
56.	5,000	CEMENT MIXED / 94 LBS SACK: (*Trucking & labor not included)	18.00	
57.	1,000	GRAVEL HAULED (PER TON): (*Trucking & labor included)	40.00	

Bid Schedule  
#DEP14894  
(cont)

Item No:	Quantity	Description	Unit Price	Amount
		GALVANIZED CULVERTS (PER FOOT) -		
58.	100	12 inch:	12.00	
59.	100	16 inch:	16.00	
60.	100	20 inch:	20.00	
61.	100	24 inch:	24.00	
62.	100	36 inch:	36.00	
63.	150	STEEL MUD PIT (PER PIT/PER WELL):	150.00	
64.	50	PIT LINER (EACH):	200.00	
65.	500	LIME* (PER 50# SACK):	8.00	
66.	250	FERTILIZER* (PER 50# SACK):	16.00	
67.	2,500	SEED* (PER POUND):	275	
		MULCH* (PER BALE) -		
68.	1,000	Straw:	6.00	
69.	500	Hay:	4.50	
70.	500	BRUSH / ROUSTABOUT CREW* (PER HOUR) - (*two men, pickup, and hand tools):	125.00	
71.	500	ADDITIONAL LABOR (PER MAN HOUR):	47.00	
72.	500	SILT FENCING (PER FOOT):	5.00	
73.	100	TYPAR (TYRAPLEX) (PER SQUARE FOOT):	3.00	
74.	40	MONUMENT (EACH) -	50.00	
75.	20	PORTABLE TOILET (PER WEEK):	200.00	



**Bid Schedule**  
**#DEP14894**  
**(cont)**

Item No:	Quantity	Description	Unit Price	Amount
		DRILL PIPE (PER FOOT PER WELL): (including slips & elevators)		
76.	500	2 3/8":	\$ 0.20	
77.	500	2 7/8":	0.25	
78.	500	3 1/2":	0.30	
		DRILL COLLARS (PER COLLAR) - first 3 days (including slips & elevators)		
79.	10	2 7/8":	\$ 45.00	
80.	10	3 1/2":	45.00	
81.	10	4 3/4", 6 1/4":	45.00	
		each additional days		
82.	10	2 7/8":	\$ 20.00	
83.	10	3 1/2":	20.00	
84.	10	4 3/4", 6 1/4":	20.00	
		TOOTH DRILL BITS (PER BIT NEW)( PURCHASE) -		
85.	1	12 1/4" - 13 5/8":	\$ 1500.00	
86.	3	9" - 11 3/4":	1500.00	
87.	5	6 1/4" - 8 3/4":	1200.00	
88.	5	4 7/8" & smaller:	1200.00	
		TOOTH DRILL BITS (PER BIT USED)(PURCHASE) -		
89.	1	12 1/4" - 13 5/8":	\$ 750.00	
90.	3	9" - 11 3/4":	750.00	
91.	5	6 1/4" - 8 3/4":	600.00	
92.	5	4 7/8" & smaller:	600.00	
93.	100	WELDER / CUTTING TORCH (PER HOUR)*: *(equipment and experienced operator)	\$ 70.00	
		ROTATING HEAD (PER DAY) -		
94.	2	7" and smaller:	\$ 400.00	
95.	2	greater than 7":	500.00	

**Bid Schedule**  
**#DEP14894**  
**(cont)**

Item No:	Quantity	Description	Unit Price	Amount
		<b>BLOW OUT PREVENTER (PER DAY) -</b>		
96.	2	7" and smaller:	\$ 200.00	
97.	2	greater than 7":	200.00	
		<b>OIL ABSORBENT SUPPLIES -</b>		
		<b>Absorbent Booms (EACH)</b>		
98.	50	10 ft:	\$ 70.00	
99.	2	25 ft:	80.00	
100.	2	50 ft:	100.00	
		<b>Skirted Booms (EACH)</b>		
101.	5	10 ft:	\$ 70.00	
102.	2	25 ft:	80.00	
103.	2	50 ft:	100.00	
		<b>Absorbent Pads</b>		
104.	50	2'x2' (PER BUNDLE):	\$ 65.00	
105.	20	2'X2' (PER ROLL):	80.00	
106.	25	Peat Sorb (PER BAG):	70.00	
107.	5	SUPERVISOR ON SITE (PER DAY)	\$ 500.00	
		<b>PRICE OF VARIOUS FISHING TOOLS -</b>		
		(list each type for the first three days and each additional day)		
108.	20	Subs, and Connections (Per Sub):	\$ 20.00	
109.	3	Each additional day	8.00	
110.	5	Various Mills (per OD inch):	250.00	
111.	1	Each additional day	75.00	
112.	5	Junk Basket (per OD inch):	50.00	
113.	2	Each additional day	20.00	
114.	20	Sand Pump (4" - 8"):	100.00	
115.	3	Each additional day	40.00	

