



Technical Proposal

Subject: Supplemental Quality Assurance

Number: CRFP 0313 DEP2500000002

Vendor Name: Hoss Co Services LLC

Address: 65 Ann Drive, Gallipolis, OH 45631

Phone Number: (304) 741-5422

Fax Number: NA

Person of contact: Justin Meeks

e-mail address: jmeeks@hossco-services.com

Signature:

Date: 8/30/2024

RECEIVED

2024 SEP -6 AM 11:35

WW PURCHASING
DIVISION



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DEP CRFP 0313 2500000002 Supplemental Quality Assurance



**SECTION 1: Signed DEP CRFP 0313 2500000002 Supplemental Quality Assurance
Solicitation and Addendum Acknowledgment**

Signed solicitation begins on the next page.



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

State of West Virginia
Centralized Request for Proposals
Consulting

Proc Folder: 1476296

Proc Description: DEP OOG - Supplemental Quality Assurance

Reason for Modification:

Addendum #2 issued to publish agency responses to vendor submitted questions and extend bid close da..... See Page 2 for complete info

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-28	2024-09-11 13:30	CRFP 0313 DEP2500000002	3

RECEIVING LOCATION

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

ENDOR

Vendor Customer Code: VS0000043111

Vendor Name : Hoss Co Services LLC

Address : 65

Street : Ann Drive

City : Gallipolis

State : OH

Country : United States of America Zip : 45631

Principal Contact : Justin Meeks

Vendor Contact Phone: 304-741-5422

Extension: NA

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 46-0647967

DATE: 08/30/2024

Offers subject to all terms and conditions contained in this solicitation

Reason for Modification:

Addendum #2 issued to publish agency responses to vendor submitted questions and extend bid close date until 9/11/2024 @ 1:30 PM

ADDITIONAL INFORMATION

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Department of Environmental Protection (hereinafter referred to as the "Agency") to support compliance with applicable grant and contract terms on well plugging projects funded by Section 40601 of the Bipartisan Infrastructure Law. To ensure adherence to the terms of the grant and the most appropriate use of funds, a supplemental quality assurance ("SQA") contract is necessary per the specifications and terms and conditions.

Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Josh Hager - Joseph.E.HagerIII@wv.gov ***

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 301 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
	Supplemental Quality Assurance Per Well	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
3151507			

Extended Description:
Supplemental Quality Assurance Per Well. Quantities are estimated and for bid purposes only.

SCHEDULE OF EVENTS		
Line	Event	Event Date

	Document Phase	Document Description	Page 3
DEP2500000002	Final	DEP OOG - Supplemental Quality Assurance	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Department of Environmental Protection (hereinafter referred to as the “Agency”) to support compliance with applicable grant and contract terms on well plugging projects funded by Section § 40601 of the Bipartisan Infrastructure Law.

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

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(DEP CRFP 25*02)

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME: Hoss Co Services LLC

BUYER: Josh Hager

SOLICITATION NO.: CRFP 0313 DEP2500000002

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: 9/11/2024 @ 1:30 PM ET

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1 Million per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1 Million per occurrence.

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

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

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

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

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

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

☐☐☐☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Justin Meeks Owner/Project Manager

(Address) 65 Ann Drive, Gallipolis, OH 45631

(Phone Number) / (Fax Number) 304-741-5422 / NA

(email address) jmeeks@hossco services.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Hoss Co Services LLC

(Company)

(Signature of Authorized Representative)

Justin Meeks Owner/Project Manager 8/30/2024

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

304-741-5422 / NA

(Phone Number) (Fax Number)

jmeeks@hossco services.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFP 0313 DEP2500000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Hoss Co Services LLC

Company

Authorized Signature

8/28/2024

Date

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

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SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

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

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

4.2. Project Goals and Mandatory Requirements: Supplemental quality assurance for well plugging contracts funded through § 40601 of the Bipartisan Infrastructure Law. Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor’s response should include any information about how the proposed approach is superior or inferior to other possible approaches. The approach and/or methodology that the vendor uses to comply with the project and are exceeded, will be included in technical scores where appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

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

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

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

4.2.2.3 Communication

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

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

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

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

4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

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

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

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

4.4. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening.

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During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

- 4.4.1. Description of the supplemental quality assurance plans to be employed to meet the objectives of this RFP.
- 4.4.2. Description of the qualifications of staff to be employed to meet the objectives of this RFP.
- 4.4.3. The Agency will ask clarifying questions regarding the vendor's submitted technical response.
- 4.4.4. Oral presentations will be conducted at the Agency facility provided by the Agency. Vendors should plan to provide their own media and demonstration hardware and, if preparing handouts, should prepare a number equal to the number of convenience copies of their Proposals supplied on the Bid Opening Date, unless specifically advised by the Agency otherwise.

SECTION 5: VENDOR PROPOSAL

- 5.1. **Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. **Proposal Format:** Vendors should provide responses in the format listed below:
 - 5.3.1. **Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
 - 5.3.2. **Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 5.3.3. **Table of Contents:** Clearly identify the material by section and page number.

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- 5.3.4. **Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Mandatory Requirements (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (35) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (5) Points Possible

Qualifications and Experience (§ 4.3)

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

(Oral interview, if applicable) (§ 4.4) (10) Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

Total Proposal Score: 100 Points Possible

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

6.4. Technical Evaluation: The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score (“MAS”): Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. Cost Bid Opening: The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7. Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

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

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

- 6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Hoss Co Services LLC

(Company)

Justin Meeks Owner/Project Manager

(Representative Name, Title)

304-741-5422 / NA

(Contact Phone/Fax Number)

8/30/2024

(Date)





Section 2: SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESS CERTIFICATE

Certificate is on the next page.



MARK D. SCOTT
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION

DIRECTOR

PURCHASING DIVISION

January 26, 2024

HOSS CO SERVICES LLC
65 ANN DR
GALLIPOLIS, OH 45631

Business Office:

This is to notify you that your Small, Women-, and Minority-Owned Businesses (SWAM) Certification Application has been approved based on your representations that the vendor named above meets the definition of a Small, Women-, and Minority-Owned Businesses as set forth in the *West Virginia Code of State Rules* 148-22-1 et seq. This certification becomes effective:

1/26/2024

And shall automatically expire without notice two years after the effective date unless revoked by the Purchasing Director or upon expiration pursuant to the *West Virginia Code of State Rules* 148-22-8. The type(s) of Small, Women-, and Minority-Owned Businesses (SWAM) Certification approved for your entity:

Small Business

At the end of your two-year certification period, if you wish to reapply, please complete a WV-1a form or apply for re-certification through the Vendor Self-Service portal at wvOASIS.gov. Complete renewal instructions, application forms, and a list of all SWAM-Certified entities are available online at www.state.wv.us/admin/purchase/VendorReg.html.

If you have questions, please contact the West Virginia Purchasing Division at 304-558-2311.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelina Villanueva".

Angelina Villanueva
Vendor Registration Coordinator



SECTION 3: HOSS CO SERVICES CERTIFICATE OF INSURANCE (COI)

Certificate of insurance is on the next page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER United Security Agency, Inc. 139 W. Main Street Bridgeport WV 26330	CONTACT NAME: Johnathan Sutton PHONE (A/C, No, Ext): 304-842-3314 FAX (A/C, No): 304-842-7321 E-MAIL ADDRESS: jsutton@unitedsecurityagency.com														
INSURED Hoss Co Services, LLC 614 Trotters Lane Charleston WV 25312	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : NATIONAL AMERICAN INSURANCE CO</td> <td>23663</td> </tr> <tr> <td>INSURER B : ERIE INSURANCE GROUP</td> <td>26830</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NATIONAL AMERICAN INSURANCE CO	23663	INSURER B : ERIE INSURANCE GROUP	26830	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 394747070**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OP98080209	9/12/2023	9/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Q09-6230278	9/12/2023	9/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		OU74070209	9/12/2023	9/12/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	OW42740209	9/12/2023	9/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WV Broad Form EL E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Hoss Company
 65 Ann Drive
 Gallipolis OH 45631

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 4: PROJECT SPECIFICATIONS

Project specifications begin on the next page.

(Section points from solicitation 4 – 4.4.4.)



SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment

Hoss Co Services is a registered West Virginia company specializing in Supplemental Quality Assurance for the plugging of federal orphaned wells in the state of West Virginia. Founded in 2012 Hoss Co has provided multiple well services for many companies in and around the Appalachian Basin. In July of 2022 Hoss Co was approached and presented an opportunity to bid on work providing Compliance Officers (Supplemental Quality Assurance Officers) for the first phase of the West Virginia Federal Orphaned Well Plugging Grant Contract (IIJA). As a third-party contractor Hoss Co Services put together an efficient team of experienced and knowledgeable officers from all genres of the oil and gas industry and ultimately won the bid. Combined our Supplemental Quality Assurance Officers have close to one hundred years of service in the oil and gas industry. Each Hoss Co officer comes from a different background in the industry including but not limited to plugging, project management, wireline, drilling, pipe inspection, pipeline inspection, and pressure testing. The compliance program was new, so we approached it with sort of a blind eye and little knowledge of what was expected from our team. The instructions by our contractor were to have some on-site presence and fill out the mandatory IR9 agency affidavits after each well. As a team we decided on day one to implement a program that would be unmatched by any competitor. To my knowledge Hoss Co was the only true third-party company that provided proper arm's length transaction Supplemental Quality Assurance work (formerly compliance) for its plugging contractor. During year one of the federal formula grant well program, Hoss Co Services covered and provided compliance for three regions in the state totaling one hundred wells. We created a system of impeccable daily reports, record keeping, and communication. We have thousands of pages and documents including pre-site reports, daily reports, cement data, pipe/tubing data, monument reports, reclaim reports, and IR9 affidavits for each of the one hundred wells we covered. At one point during the project, we were covering eleven rigs across the state. Our officers are required to be on site daily

while all work is being performed from pre plugging activities through reclamation. If something is being done on a plugging site, it is a mandatory Hoss Co policy for an officer to be present. We are a direct line of communication between the agency inspectors, agency personnel, plugging contractors, and many more. If there are any deviations to the original permit procedure, we communicate directly with the inspector to have them confirm approval or denial of the deviation. With the addition of new daily reports and documentation our program for the future is setup for continued success. We will continue to dedicate our time, effort, and services by providing superior supplemental quality assurance and oversight for the WV federal well plugging grant contracts. Included in this proposal you will see examples of our past work. You will also see additional forms and reports we have created to enhance our program. We will now conduct Davis Bacon interviews on site to ensure contractors and subcontractors are complying with paying their employees prevailing wages. Also, we have implemented into our program techniques to verify with contractors that everyone performing work on site is following the guidelines of Build America Buy America. With over one hundred successful wells of experience in this very program there is no doubt we will exceed the expectations of this RFP and provide the state with the best Supplemental Quality Assurance program there is. We will continue working as closely as possible with field inspectors and agency personnel. Our mission is to continue providing as much detailed information and insight as we can while working together as a team. In the short but successful life span of the Supplemental Quality Assurance program (formerly compliance) Hoss Co Services and its team of officers have been referred to as the gold standard of how the program should operate. Humbly, I believe our experience, knowledge, record keeping, communication, and ability to provide proper supplemental quality assurance is unmatched. We look forward to and welcome this opportunity to provide Supplemental Quality Assurance for the state of West Virginia and its federal orphaned well plugging grant contract by ensuring that all contract, permit, and grant requirements are met throughout site construction, well plugging, and reclamation phases of the contract. We know the needs and expectations of this RFP because we have more experience providing this service in this state than any other vendor. The SQA program is a West Virginia DEP-OOG program that we helped build during phase one. We are excited to continue growing the program along with the agency. Our presence and attention to detail are an integral part of the well plugging process and we will continue operating as the gold standard of the Supplemental Quality Assurance program.

4.2. Project Goals and Mandatory Requirements

In the below sub sections are Hoss Co Services LLC description, approach, and methodology to provide the services or solve the problems described by the meet the goals/objectives identified in this solicitation. The approach and/or methodology Hoss Co Services will define to comply with this project plan to exceed all expectations of the program. Each Hoss Co Services Officer has been trained to provide all services listed below on each well of the program. They are required to keep a checklist of duties along with properly detailing all mandatory (mandatory by Hoss Co) daily reports for all wells Supplemental Quality Assurance is provided.

4.2.1. Goals and Objectives

The project goals and objectives for the Hoss Co Supplemental Quality Assurance Officers are detailed and explained in the below sections.

4.2.1.1 Below is a detailed description of what the Hoss Co Services Supplemental Quality Assurance Officers role will be during the pre-plugging field activities for wells to be plugged using certain federal funds. These responsibilities will be required and performed on each well of the program. Once API numbers of a certain well package have been released the Hoss Co Services team will provide the following Supplemental Quality Assurance.

- Download the permit packet for each API number. The officer will keep it as a guided reference throughout the plugging process.
- Pre-Site visit to all well sites before any type of work begins. Learn the terrain and access details of the site. Document these findings on the Hoss Co Pre-Site form.
- Confirm API number on the well matches the API number on the permit. If for some reason the numbers do not match contact the agency immediately.
- Be present on site while construction crew builds plugging location.

- Take time stamped photos of site before, during, and after construction crew performs its duties. Insert these photos in the Hoss Co Services pre-site report.
- Once the site is constructed, confirm there is adequate room on site to safely place and operate plugging rig, pipe tubs, wireline trucks, cement trucks/skids etc.
- Contact the state inspector for that well 48 hours before the rig moves on site to inform them work will begin.
- Contact the WVDOH 48 hours before plugging operation begins.
- Make WV 811 call for digging. (work with and communicate with plugging contractor to ensure this task is completed)
- Communicate directly by answering any questions the landowner or locals may have. If questions or concerns arise, discuss with them what the plugging process on their land entails. If needed, the officer will then pass the questions or concerns to the proper channels in the agency for more clarification.
- Confirm sites and site roadways are safe (properly graveled and or dirt worked) before plugging work begins.
- Confirm construction crew has graveled any entry onto location off county roads. Communicate these findings with agency and DOH.
- Communicate with the plugging contractor to ensure a porta john will be on site during the duration of the plugging process.
- Communicate with the construction crew to confirm the site is prepared in accordance with the West Virginia Erosion and Sediment Control Field Manual. (Each officer will be required to keep a copy of the West Virginia Erosion and Sediment Control Field Manual for reference).
- The officer will insert their time stamped photos and description of work performed onto the Hoss Co Services Quality Assurance Pre-Site Report. Once completed all reports and paperwork will be sent to the state inspector, plugging contractor, and or any subcontractors who worked pre-site duties on that well. If agency forms are created or required for the pre-plugging activities the Quality Assurance Officer will complete and include those forms with their pre-site reports.
- The officer will communicate with the agency inspector to inform them the site has been prepared properly during the pre-plugging activities and is ready for equipment to be moved on site for plugging procedures to begin.

4.2.1.2 Below is a detailed description of what the Hoss Co Services Supplemental Quality Assurance Officers role will be during the plugging activities for wells to be plugged using certain federal funds. These responsibilities will be required and performed on each well of the program.

- The officer will have a daily on-site presence during all operations (Pre-Site through Reclamation). Simply put, if there are operations happening on-site a Supplemental Quality Assurance Officer must be present.
- The officer will observe and confirm with contractor crew the well depth (TD or Total Depth) and record it on their reports. The officer will watch near rig floor as rig crew runs sand line, wireline device, or whichever method they chose to check for total depth.
- Using an approved app, take multiple time stamped photos of daily operations. These photos will show the date, time, latitude, and longitude. Hoss Co Services implemented this requirement in phase one of the grant to ensure there are no discrepancies as to when the officer is on site.
- The officer will keep detailed daily Supplemental Quality Assurance Reports on the Hoss Co Services generated standard daily report. In the heading of these reports there will be sections to fill out that include date, times of operations for that day, type of work, plugging company, landowner name, API number, Hoss Co Officer, and operation details. In the operation details section, the officer will document all activities that take place on site each day. Custom picture frames are on the form to insert time stamped pictures from each day. These reports are required to be filled out and emailed daily to inspectors. If no operations take place on a certain day due to conditions, lack of equipment, broken down equipment, etc., a report with time stamped pictures is still required detailing the reason or reasons for no activity.
- The officer will be a direct line of communication between the state inspector and plugging contractor. Communication is a major role in this job and our officers will be available for communication with all parties involved during the plugging process whether it be voice calls, texts, or emails. Due to the location of some sites, if an officer is out of service or signal while on site they have been trained to respond as soon as possible once returning into service or signal.
- Converse with the inspector and contractor when there are issues that occur during the plugging procedure. The agency inspector must approve of any deviations. If there are deviations from the permit the officer will detail and report it in their daily Quality Assurance report and later in their completed IR9-C1 Agency Affidavit. A few examples of this include but are not limited to not reaching total depth, pressure on

the well, gassing or kicking, stuck pipe, well drinking (absorbing) the cement plug, and loss of tools down hole.

- Confirm all raw materials brought on site such as stone, cement, pipe, tubing etc. meet the specifications of plugging requirements. If raw materials brought on site are damaged or unacceptable per the SQAQO judgement, the officer will document it in their daily report and then contact the agency inspector to notify them of the issue.
- Monitor and document pipe and tubing that is in the hole and report it on the Hoss Co generated Daily Quality Assurance Casing/Tubing Report. On this report the officer will record pipe size (type) from footage to footage, amount pulled, and amount left in hole. The officer will also report how many joints of pipe or tubing were tripped in and out of the hole that day. If pipe is stuck or not pulled free, it is the officer's duty to document how many attempts were made and how much over string weight the plugging contractor pulled. This report will be emailed daily to the agency inspector and plugging contractor along with all other daily reports.
- The officer will keep track and document the type of cement class, density of cement, amounts of cement used for plugs in barrels and sacks, length of time it took cement to set up, the depths that every cement plug is tagged, gel density, flake used, and amount used for spacers. If the top of cement (TOC) is not tagged where predicted the officer will document possible reasons as to why and document details of additional plugs set. All this info will be recorded in the Hoss Co Services Quality Assurance Daily Cement Report. These reports will be emailed daily to the inspector and plugging contractor along with all other daily reports.
- Photograph and document casing or pipe that will be used for the monument prior to being set. This will ensure the monument will reach a mandatory minimum of 10 feet in the ground.
- Once the monument is set, each officer will measure the specifications of the monument to confirm it meets the agency standards of (10 feet in the ground, 6 inches in diameter, 30 inches in height, and the API number welded on pipe). If all these standards are met, the officer will then insert photos of the monument on the Hoss Co Services Quality Assurance Monument Report and include the specs (height, diameter, and API number) of the monument in the description section of the report. Once the monument is official the officer will email the agency a copy of the monument report to confirm only the plugging portion of that well is complete but that it still awaits reclamation.
- Observe and communicate with water and waste hauling companies to document in barrels how much waste (water, drilling fluids) was hauled from the site during the

plugging process. These numbers will go in the daily reports and then will be transferred to the agency affidavit.

- After all this work has been completed the officer will use all the data from their daily reports to fill out (typed), complete, sign, and email a detailed IR9-C1 Agency Affidavit to the agency.

4.2.1.3 Below is a detailed description of what the Hoss Co Services Supplemental Quality Assurance Officers role will be during the post-plugging activities also known as reclamation using certain federal funds. These responsibilities will be required and performed on each well of the program.

- The officer will visually confirm all equipment has been removed from the site. This equipment includes but is not limited to rigs, pipe tubs, skid units, oil tankers, water tanks, bridges that were installed, dozers, etc.
- The officer will be on site during reclamation to document the amount of material used to reclaim the site. These materials include but are not limited to seed, spray, fertilizer, mulch, hay, lime, gravel, stone, fencing and any other product used to reclaim the site.
- The officer will confirm removal of all erosion and sediment control. If this process has not been completed the officer will contact the construction crew to suggest getting rid of oily films on the ground and or free-standing fluids left over from the well.
- Communicate with the reclamation construction crew to ensure the site will meet proper re-grading and re-contouring requirements in accordance with the West Virginia Erosion and Sediment Control Field Manual (As previously noted, each officer will be supplied a copy of the manual).
- Communicate with landowners to make sure the reclamation and site repair meets not only the agencies but their expectations as well.
- Once all these duties have been completed, the officer will insert time stamped photos along with all their findings in a Hoss Co Services reclaim report.
- The officer will contact the state inspector to inform them reclamation on that site has been completed. This will allow the agency inspector to visit the site for verification and to sign off completion of the well.
- The officer will take all the above information to fill out (typed), complete, sign, and email the agency the IR9-C2 Agency Affidavit. This will complete the well from pre-site through reclamation.

- Once the well has been completed from start to finish Hoss Co Service will stay in communication with the agency to answer any questions pertaining to that well and possibly help them with any additional forms that may require our assistance.
- The project manager will upload and combine all files associated with the well and email to state inspector, agency personnel, and plugging contractor.
- Hoss Co Services will store and maintain all files on each well in which Supplemental Quality Assurance has been provided. These well files will be available when needed for reference.

4.2.1.4 Below is a detailed description of what the Hoss Co Services Quality Assurance Officers role will be pertaining to maintaining an appropriate, productive, and effective on-site presence throughout the duration of field activities and then how those visits will be documented. These responsibilities will be required and performed on each well of the program.

- The officer will have a daily on-site presence during all operations (Pre-Site through Reclamation). Simply put, if there are operations happening on-site a Supplemental Quality Assurance Officer will be present. The purpose of our job and this program is to be on site documenting all things pertaining to that well. Hoss Co Services can only do so if we are present during all activities.
- If in a package a plugging contractor utilizes more than one plugging rig officers will still always be on site. Due to the predicted close proximity of the packages the officer should be able to multitask from site to site. If one site is setting a cement plug or tripping pipe the officer must be present (these are defined as critical phases of the plugging procedure). We discovered in phase one if one site is awaiting cement plugs to set, equipment delivery, equipment breakdown, and or awaiting wireline etc. we can bounce to the other site if important procedures are being performed and be back in time to document where cement plug is tagged, or equipment has been delivered. As noted at one time during phase one we covered eleven rigs over three regions. Our officers never missed a day of being on site. However, in the event multiple rigs in one package will be setting plugs or pulling pipe at the same time Hoss Co Services project manager will dispatch another experienced officer to cover that site for the day, week, month, or however long is required. This solidifies our mandatory policy that if work is being done on site Hoss Co Services SQAQO will be present. We believe this is one of many approaches that separates us from our competition, in providing the best and most hands-on Supplemental Quality Assurance.

- As you will see from examples of our past project work and our daily forms, Hoss Co Services keeps multiple custom detailed reports per day. Through the life of the plugging process those forms include, pre- site report, daily job report, casing/tubing report, daily cement reports, monument report, reclaim report, safety report (in case a safety issue arises on site), agency affidavits. All these forms will include a daily description of the work performed, date, time, landowner, type of work, name of Hoss Co Officer, and API number. Filling out and maintaining these forms are a Hoss Co Services mandatory requirement.
- Hoss Co Services Supplemental Quality Assurance has also created a daily sign-in form. It will contain all the info listed above in the heading, but also has a section to document all the names of people entering the site for that day. It has a section for names, time in, time out, and signature. Since the officer will be on site daily, with this form they will monitor who visits the site each day. Once the well is complete this daily document will be included in the Hoss Co Services completed well packet. This new requirement will eliminate discrepancies in who was or was not on site for a certain day.
- Included in the officers in depth report will be a description of any problems or issues encountered during the plugging process, especially those issues that require deviation from the plugging permit. Before any deviations are made Hoss Co Services will contact and communicate with the state inspector and plugging contractor to troubleshoot and verify what the new plan is. Once that plan is agreed on the officer will detail and report it in their daily Quality Assurance report and later their completed IR9-C1 Agency Affidavit. A few examples of this include but are not limited to not reaching total depth, pressure on the well, gassing or kicking, stuck pipe, well drinking (absorbing) the cement plug, and loss of tools down hole.
- The officer is responsible for using an approved app via phone or tablet to take and insert into their reports time stamped photos of the daily work being performed. Those photos will include date, time, latitude and longitude.

4.2.1.5 Below is a detailed description of how the Hoss Co Services Quality Assurance Officers will provide on-site contractor oversight of key grant requirements.

- The Hoss Co Services Supplemental Quality Assurance Officer will take on the responsibility for Davis Bacon Act Interviews. (Laborers and mechanics employed by grant recipients may be subject to prevailing wage requirements). Hoss Co Services will have copies of county and prevailing wage information for the type of work being performed by the plugging contractor employees on site. The officer will

be responsible for conducting multiple interviews per well plugging package. In these interviews the Hoss Co Services Officer will ask basic questions including but not limited to What type of laborer are you? Are you getting paid prevailing wages? Are you earning the prevailing wages per this county and per your job title? The officer will document the interview on the Hoss Co Services generated Davis Bacon Act interview form. The heading of the form will contain the same information as all other Hoss Co Services forms and the description section will include the findings of the above interview questions along with the county, name of interviewee, and the name of interviewer. Hoss Co Services will then report these interview results to the agency.

- The Hoss Co Services Supplemental Quality Assurance Officer will also be responsible for documenting Build America Buy America. Any new product that enters the site with the intention of going in hole including but not limited to iron, steel, bridge plugs, tubing, casing, manufactured products, construction materials etc. should be built and bought in America. The Hoss Co Services Officer will require the plugging contractor to validate this by presenting the officer with a purchase order, invoice, or receipt showing the product was purchased in America. Hoss Co has created a Build America Buy America report to properly document these findings. The officer will photograph the proof of purchase in America and include it in their report. If the plugging contractor is unable to show proof of purchase the officer will document it and immediately contact the agency.

4.2.2. Mandatory Project Requirements Hoss Co Services Supplemental Quality Assurance Officer will meet and exceed the following mandatory requirements as part of this submitted proposal.

4.2.2.1 Safety Below is a description of how the Hoss Co Services Supplemental Quality Assurance Officer will maintain safety protocols. These protocols will be required for each well of the program.

- Each Hoss Co Services Supplemental Quality Assurance Officer will have read and be required to keep a copy of the Hoss Co Services Safety Manual in their vehicles or always downloaded to their phones or tablets. They are required to follow all Hoss Co Services safety protocols listed in the manual.
- Hoss Co Services has been on the ISNetwork world network for over 10 years maintaining a grade of A for much of that time. All training documents, safety manuals, and required safety information are uploaded and stored onto the network. All Hoss Co

Services Officers have signed off on receiving the safety manual along with signing the company's drug and alcohol policy.

- Each Hoss Co Services Supplemental Quality Assurance Officer will be provided with personal protective equipment. Some examples of mandatory Hoss Co Services (PPE) while in the vicinity of the well include hard hats, eye protection (safety glasses), ear protection, gloves, steel toed boots, (FR's) Flame-Resistant Clothing.
- Each Hoss Co Services Supplemental Quality Assurance Officer will be provided an approved portable handheld methane detector reading 0-100 percent lower explosive limit (LEL) and detecting (H₂S) hydrogen sulfide. These handheld detectors will be required to be with the officer while on site and stored in vehicles.
- Hoss Co Services takes the safety of its employees very seriously. It is also very important to monitor the safety of others while on site. Hoss Co Services has created a safety report to be part of its daily reports. The safety sheet is to be used on an as needed basis in case a safety issue arises. If a safety situation comes about, the officer will document it on the report and include it when emailing the daily reports to the state inspector and plugging contractor. In any safety situation the officer will contact the agency immediately.

4.2.2.2 Transportation

- Hoss Co Services is responsible for providing their own transportation to the job sites to perform contract services. Each officer will have a four-wheel drive vehicle to navigate the unpredictable terrain of many West Virginia plugging sites.
- Each officer is required to have a valid driver's license with an insurable driving record. All Hoss Co officers have a drivers history background check done by the auto insurance company before being approved to drive.

4.2.2.3 Communication

- The ability to communicate is one of, if not the biggest requirements in the Hoss Co Services Supplemental Quality Assurance Program. From the start of pre-site visits through the last seed laid for reclamation the officer is required to communicate with all parties involved in the plugging process. Those parties include but are not limited to agency inspectors, agency inspector supervisors, agency inspector specialists, landowners, construction crews, plugging contractors, 811, reclaim crews, environmental resources specialists and analysts, program managers, and department of highways staff. Someone from Hoss Co Services will always be

available via telephone, text, or email. Hoss Co Services takes pride in fast response times. If the agency requires information from a current or previous well, the officers are trained to gather the info correctly and respond as quickly as possible. All documentation and reports are shared daily with most of the people listed above. When issues do arise, the officer will be responsible for contacting the appropriate agency representative in a timely manner. The officer will communicate daily with agency personnel providing emailed daily reports and phone call updates when necessary.

- Hoss Co Services will schedule bi-monthly meetings, phone calls, or zoom calls with the agency to give updates and discuss the progress being made in all field activities throughout the state plugging contract.
- Hoss Co creates and maintains an up-to-date detailed spreadsheet of each plugging package. In this spreadsheet will be information on where each well in a package stands regarding the plugging progress. These updates will be emailed to the agency every seven to ten days. This will be done for all operating packages.
- Hoss Co Services Supplemental Quality Assurance Officers have been trained to operate with the utmost professionalism and to always take a team approach not only for Hoss Co Services but for the agency and the contractors being monitored. There is a common goal for everyone involved to get these wells plugged safely, effectively, and without cutting corners. Hoss Co Services strives to and is an integral part of accomplishing that goal.

4.3 Qualifications and Experience

- Hoss Co Services has more experience and qualifications regarding services and problem-solving skills regarding this RFP than any other vendor on the market. In phase one of the West Virginia Federal Orphaned Well Grant the state plugged 202 wells. Of those 202 wells Hoss Co Services was responsible for providing Supplemental Quality Assurance (formerly Compliance) for 100 of those wells. The project was awarded in regions for that phase. Hoss Co Services was responsible for providing Supplemental Quality Assurance in region 1 (40 Wells), Region 3 (40 Wells), and Region 6 (20 wells) over multiple West Virginia counties. Justin Meeks, (contact info below) the owner of Hoss Co Services was project manager for the one hundred wells. An officer was assigned to each region with backup staff covering on an as needed basis (vacations, sickness, personal time, multiple rigs). The Hoss Co Services team built its own Supplemental Quality Assurance program from the ground up. It was a new program when the first phase began and outside of the mandatory agency affidavits we were only told to be on site as much as we could.

Outside of some required presence we weren't presented with multiple goals and objectives, so as a team we decided to create our own. On our first well in phase one Hoss Co Services developed and implemented daily reports, time stamped photos, monument reports, and reclaim reports. As a third-party compliance program, we made it mandatory to be present every day and to document everything that happens on site so we could convert that information onto our reports thus leading to the most detailed IR9-C1 and IR9-C2 affidavits on the market. By doing so we quickly became the go-to contact for our plugging contractor and agency inspectors. If there was a question or information needed for a particular well, we were contacted, and our documented info was sent immediately. We also decided to take on the role of communicating with the West Virginia Department of Highways. We met many DOH staff while on site, developed a relationship and emailed them a detailed up to date list every other Friday of what wells were being plugged, had been plugged, or were on the schedule to be plugged. If they were unable to contact the plugging contractor due to a road issue, our officers along with agency inspectors brought the parties together for a meeting to get the issues resolved. We discovered two things early in the program, one, we thoroughly enjoy our role on site and decided to focus on and build our program to provide our services for future West Virginia plugging contracts and two, from word of mouth in the sector and the positive feedback we have received about our program we learned that we are very productive at providing the best required Supplemental Quality Assurance in the industry. We developed great relationships with agency inspectors, agency personnel, and contractors. Hoss Co Services made it mandatory for all officers to email their daily reports to that region's inspector and the office personnel of the plugging contractor each evening. As the project grew so did Hoss Co's desire to go above and beyond with its product. In phase one, we covered eleven rigs over three regions and made it mandatory to have an officer on site each day. Of the one hundred wells we covered we have thousands of pages of detailed reports. Each well covered has its own saved pdf file containing our officer reports and agency affidavits. There were many times during the project an inspector would call requesting a monument or reclaim report to match it against a possible complaint a landowner may have had. Those reports were sent right away negating the "he said she said" argument and proving what was exactly done on site. Since the completion of phase one, agency personnel and contractor personnel have sent questions regarding info from a certain day or have requested an entire well packet. The info has been sent in full detail answering any questions in a timely manner. Of the first one hundred wells we provided Supplemental Quality Assurance there is not one requested piece of information which we have not been

able to provide. We have now added several more daily reports, the ability to provide Davis Bacon interviews while on site, documenting Build America Buy America and have added more safety protocols with our detailed safety reports. Recently Hoss Co Services provided supervision compliance on a plugging site for Apex Energy Services in Westmoreland County Pennsylvania. Our goals and objectives were very similar to what is required in this RFP. We were required to be on site during all operations. We were required to fill out daily reports, communicate with the landowner, plugging contractor, wireline company, and Pennsylvania State Inspector. After day two of plugging, and Once Apex Energy Services saw how our reports and program worked, they did not return to the site for the remainder of the plugging procedures. Their knowledge of what was happening on site was solely based off Hoss Co Services detailed daily reports. They were beyond impressed at how Hoss Co Services operates its Quality Assurance Program. With over 100 wells providing Supplemental Quality Assurance, our product, staff's knowledge, communication, ability to expand, desire to add to, work ethic, and willingness to work alongside the agency is unmatched. We have a proven track record of succeeding, operating, and adding to this program. Our history and enhancements for the Supplemental Quality Assurance program prove it will exceed the expectations of this RFP.

- Hoss Co Services staffing plans are well structured and proven. Every officer has a history of knowledge and experience to cover Supplemental Quality Assurance for the agency. Once plugging packages are released a qualified Hoss Co Services Officer will be awarded the Supplemental Quality Assurance for that package. We have officers based out of West Virginia and officers living on the West Virginia border in surrounding states (all of which have a footprint in the West Virginia oil and gas industry). Our officers have no issues staying out of town when necessary to ensure their presence on-site is never lacking. Their responsibility will be that of what has been listed in this proposal. Justin Meeks will continue to manage the program by working and communicating daily with Hoss Co officers and agency personnel. As of right now Hoss Co Services has staffed officers who have already covered, are ready to continue covering, and will cover any package that is presented. With the industry connections Hoss Co Services has, there are many additional qualified officers with industry backgrounds that are waiting to be staffed as needed. Of those qualified officers each have already met many of the Hoss Co Services hiring qualifications listed below.

- Project managers contact information:
Justin Meeks
304-741-5422
jmeeks@hossco.services.com
- References for Phase 1 of the Federal Plugging Grant Compliance (Supplemental Quality Assurance):

Brad Maddox
Sr. Vice President
Quanta Services
412-737-7320
bmaddox@quantaservices.com

Brian Morel
Vice President
Quanta Services
412-508-4111
bmorel@quantaservices.com

Chris Veazy
Director of Administration
Diversified Energy
304-590-7707
cveazy@dgoc.com

Tammy Angus
Business Manager
Next LVL Energy
330-718-5801
tangus@nextlvlenergy.com

- References from the Apex Energy Services Quality Supervision Well:

Tunde Ajayi
Vice President of Completions
Apex Energy Services
412-719-0106

Matthew Woods
Pennsylvania DEP Inspector
412-225-0743
matwoods@pa.gov

Ron Miles
Vice President
Keystone Well Services
814-762-4859
rmiles@keystonewellservices.com

- Other Oil and Gas Industry References:

George Davis
Director of Drilling
EQT Corporation
412-216-9024
gdavis@eqt.com

Taylor Pottmeyer
Director of Drilling
EQT Corporation
412-215-6470
tpottmeyer@eqt.com

4.3.1. Qualification and Experience Information Below is a description of the Hoss Co Services Supplemental Quality Assurance officers' qualifications.

4.3.1.1. Each Hoss Co Services Supplemental Quality Assurance Officer has four plus years of experience in the oil and gas sector. All officers come from an extensive oil and gas background including but not limited to plugging oversight, project management, drilling, pressure testing, pipeline inspection, pipe inspection, and wireline. Of the current officers at Hoss Co each have multi well experience providing Supplemental Quality Assurance. The Hoss Co team has proven success providing daily quality assurance duties in this very role during phase one of the program (IJA). The program and relationships that have already been established are the foundation for the next phases of this plugging grant. Our job as a Quality Assurance Officer is critical for the agency to get these wells plugged. Hoss Co Services employment requirements are detailed and listed below.

- A minimum of two years of experience in the oil and gas sector. The officer must have knowledge of the procedures being performed on the plugging sites. This includes but is not limited to plugging procedures, terminology, trouble shooting, following the plugging permit, and safety awareness.
- Valid driver's license.
- Pass DOT physical and drug test.
(All Officers are Subject to and enrolled in random drug and alcohol testing)
- Safety awareness.
(Follow the Hoss Co safety manual and ISN standards)
(Each Officer will have a copy of Hoss Co's safety manual program in their truck)
- A form of Well Control training.
- Communication skills.
(The officer must be able to communicate professionally in a field and office setting. They must be able to report daily activities and or problems in a professional manner to all staff and agency personnel)
- Organization skills.
(This job requires a maximum amount of detailed paperwork. All work is to be double checked before being completed and sent off. Our names are attached to these reports and the quality of work should speak for itself).
- Computer skills.
(word, excel, pdf, cam scan, email etc.)
- Willingness to travel and stay out of town.
(This job requires an abundance of travel and out of town stays. The officer must be willing to be away from home through the week and always be reachable during the plugging process).

4.3.1.2. Adding to program history and previous work completed, the Hoss Co Services Supplemental Quality Assurance Officers have a strong understanding of knowledge, and theories related to oil and gas plugging methods, practices and techniques. Our officers are ready to step on site right where we left off while continuing to build this program for the future. There is full confidence that each officer will successfully provide Supplemental Quality Assurance for any well package put out. In providing these services Hoss Co officers will always practice safety first protocols and have knowledge of state and agency codes including but not limited to water, mining, sediment, and erosion control (These manuals will be downloaded and supplied to all officers for reference). The officers of Hoss Co Services experience and different backgrounds within the industry provide a team whose knowledge when it comes to well plugging practices is above and beyond industry standards.

4.3.1.3. Hoss Co Services has been an established oil and gas company in West Virginia for over twelve years. In those twelve years Hoss Co Services has provided well services for some of the biggest oil and gas companies in the United States. Hoss Co has managed and operated day-to-day operations providing field and office projects for many companies including EQT, Diversified Energy, Apex Energy, and (WV DEP-OOG agency inspectors and personnel as a third-party contractor hired by NextLVL Energy during phase one of the IJJA plugging grant). In addition to our role in phase one, in its history, Hoss Co Services has managed contracts, master service agreements, field employees, office employees, operation scheduling, payroll, accounting, equipment fleets, and safety including managing ISNetworld requirements. Hoss Co Services takes great pride in providing demonstrable project management success in our industry and has done so for over a decade.

4.4 Oral Presentation If the agency exercises the option of oral presentations, Hoss Co Services will be available to present if required.

**SECTION 5: PREVIOUS PROJECT EXAMPLES:**

Previous project examples begin on the next page. This is a completed well packet (pre- site through reclamation) pulled from region 3 during the first phase (IIJA) of the West Virginia Federal Well Plugging Grant. Hoss Co Services has these well packets downloaded and available for each of the one hundred wells covered in phase one. We will continue this detailed record keeping for all future wells in which we provide Supplemental Quality Assurance for the agency.



WV Federal Plugging Contract

Region 3

Ritchie County WV

4/5/23 (Pre-site)

5/10/23-6/14/23 (Plugging)

8/16/23 (Reclamation)

A.F. Scott API# 47-085-01554

Hoss Co Officer

Shea Russell

Contents Included:

Pre-Site Report

Daily Compliance Officer Reports

Monument Report

Completed & Signed IR9-C1 Affidavit

Reclaim Report

Completed & Signed IR9-C2



Pre-Site Job Log

Start Date: 04 /05/2023

Finish Date:

Type Of Work: Pre-Site

Company: Next LVL Energy

Land Owner Name: Scott, A.F.

API #: 47-085-01554

Service Ticket #

Region 3 Pre-Site

Weather:

Sunny 80*

Sales Rep:

Service Center:

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
04/05/2023	0800	1000	<p>Well, was roughly 200' off Glendale Road across a creek. Bank to bank creek is roughly 20-25'.</p> <p>Well, is leaking gas between 5 3/16" casing and 10" casing and in various spots around well head and seals.</p> <p>Site has oil tank and separator on site.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #: Region 3
Weather: Sunny/ 78
Sales Rep:
Service Center:

Start Date: 05-10-2023
Finish Date:
Type Of Work: Rugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-10-2023	0700	1800	<p>The crew warmed up the equipment and had meeting.</p> <p>Rigged up rig and waited on pipe tub to come. The truck bringing tub broke down yesterday and could not load.</p> <p>Loaded out dozer and excavator.</p> <p>Brought in pipe tub.</p> <p>Blew down well. Well had 420 PSIG and bled down to 15 PSIG and kept blowing.</p> <p>Crew filled water tank by pumping from creek.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #: Region 3
Weather: Sunny/ 78
Sales Rep:
Service Center:

Start Date: 05-11-2023
Finish Date:
Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-11-2023	0700	1600	

The crew warmed up the equipment and had a meeting.
Pump truck came to pump water down well with pressure to kill well.
Pumped water at 1,100 PSIG and held for 1 hour. Process was repeated several times until well was killed.
Crew set up to pull rods. Rods were stuck inside the casing. Waiting on tools to pull rods tomorrow.





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #

Region 3

Weather:

Sunny/ 78

Sales Rep:

Service Center:

Start Date: 05-12-2023

Finish Date:

Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-12-2023	0700	1600	

The crew warmed up equipment and had a meeting.
The crew pulled 116' of 2 3/8" tubing and 37' of rod before rods and tubing broke.
Tubing broke inside the collar and the rod broke clean.
On Monday the crew will bring fishing tools and attempt to pull tubing and rods again.
Made up well head and closed in well.





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #

Region 3

Weather:

Sunny/ 78

Sales Rep:

Service Center:

Start Date: 05-15-2023

Finish Date:

Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-15-2023	0700	1600	

The crew warmed up the equipment and had meeting.

The crew ran fishing tools and got the rods. Pulled 9.5 sections 231' of rod and then rod was hung and broke.

Crew fished 2 3/8" tubing and pulled 63 joints 1,469' and then tubing reduced to 1 1/2".

Pulled one joint of 1 1/2" tubing 25.3' and saw it had broken off in well.

Crew closed in well with mechanical valve to come back tomorrow.





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket # Region 3

Weather: Rain/68

Sales Rep:

Service Center:

Start Date: 05-16-2023

Finish Date:

Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-16-2023	0700	1600	

The crew warmed up equipment and had meeting.
Rigged up fishing tools and tripped in hole to 622' and closed in well.
Crew needs more 2 3/8" tubing to go beyond 622' to fish for rods and tubing broke off in well.





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #
Weather: Sunny/ 78
Sales Rep:
Service Center:

Region 3

Start Date: 05-17-2023
Finish Date:
Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-17-2023	0700	1730	<p>The crew warmed up the equipment and had a meeting. The crew continued tripping in hole with fishing tools. Rig sat down at 668'.</p> <p>The crew tripped out of hole and had snagged the rods and pulled 40 sections of rods 1,000' and the last one was broken and curled on the end.</p> <p>The crew rigged up fishing tools and tripped back in the hole and rig sat down at 1,055' and crew started tripping back out of hole.</p> <p>Shut in well to come back tomorrow and continue tripping out of hole.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #: Region 3
Weather: Sunny/ 78
Sales Rep:
Service Center:

Start Date: 05-18-2023
Finish Date:
Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-18-2023	0700	1600	

The crew warmed up the equipment and had a meeting. Finished tripping out of well with overshot tool, did not grab anything. The crew went to KLX to rent an impression block. Tripped in hole with impression block and rig sat down at 1.055'. Started tripping out of well to examine impression block but tubing was full of oil, so crew closed well in for the day and awaiting a mud bucket to catch oil in the morning.





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #

Region 3

Weather:

Sunny/ 78

Sales Rep:

Service Center:

Start Date: 05-22-2023

Finish Date:

Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
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05-22-2023	0700	1730
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The crew warmed up the equipment and had meeting.
Tripped in hole with fishing tools.
Waited on swivel to try to cut through rod with tool.
Tripped out of well and had some coiled-up rod attached in tool.
Tripped back in well with impression block and tripped back out. No clear impression of what is in the hole.
Closed in well with mechanical valve.





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket # Region 3

Weather: Sunny/ 83

Start Date: 05 -23-2023

Finish Date:

Type Of Work: Rugging

Hoss Co Field Engineer: Shea Russell

Sales Rep:

Service Center:

Date	From	To	Operation Details
05-23-2023	0700	1730	<p>The crew warmed up the equipment and had a meeting.</p> <p>The crew tripped in well to 1,068' with shoe trying to snag rods.</p> <p>The crew tripped out of the well and did not snag any rods.</p> <p>Tripped back in well to cut rods and cut down to 1,071' and tripped back out of well and still no good.</p> <p>Tripped back in well with impression block and sat down on obstruction and tripped back out of well. No definitive impressions on block indicating what is down well. Believed to be rods twisted up in well. Getting more tools in the morning and possibly milling.</p> <p>Shut in well with mechanical valve.</p>





Job Log Sheet

Start Date:	05-24-2023	Company:	Next LVL Energy	Service Ticket #	Region 3
Finish Date:		Land Owner Name	Scott A.F.	Weather:	Sunny/ 80
Type Of Work:	Plugging	API #	47-085-01554	Sales Rep:	
				Service Center:	
				Hoss Co Field Engineer:	Shea Russell

Date	From	To	Operation Details
05-24-2023	0700	1600	<p>The crew warmed up the equipment and had a meeting.</p> <p>The crew cleaned up site as they waited for tools to be delivered.</p> <p>A dozer, pump truck, milling tools and a spear with barbs were brought to site.</p> <p>The crew rigged up spear and tripped in well to 1.071' and sat down. Turned spear with tubing trying to catch something.</p> <p>Some weight was added to tubing so they tripped out of well and had snagged a ball of coiled up rods. Supervisor Dave was on site.</p> <p>Crew shut in well to try again tomorrow.</p>





Job Log Sheet

Company: Next LVL Energy
 Land Owner Name: Scott A.F.
 API #: 47-085-01554

Service Ticket #
 Weather: Sunny/ 70
 Sales Rep:
 Service Center:

Start Date: 05-25-2023
 Finish Date:
 Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-25-2023	0700	1600	<p>The crew warmed up the equipment and had meeting. Dave Vickers was on site for the day. The crew tripped in and out of well 3 times and on the 2nd try they brought up a section of rod roughly 3' long. The 3rd time they did not do any good. With overshot. Crew shut in well with mechanical valve on well head. Tomorrow they are planning on tripping back in hole with barbed spear.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #

Region 3

Weather:

Sunny/ 70

Location:

Glenndale Road

Service Center:

Start Date: 05-26-2023

Finish Date:

Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-26-2023	0700	1300	<p>The crew warmed up the equipment and had meeting.</p> <p>The crew rigged up spear with barbs and tripping in well and moved spear around with pipe wrench until they felt it had caught.</p> <p>Snagged coiled up rods and pulled 27 rods.</p> <p>Attached to the lower segments of rod was 1 ½" tubing. Pulled 15 joints of 1 ½" tubing with mud anchor.</p> <p>Closed in well and discussed logging the casing on Monday and possibly setting bottom hole plug.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #

Region 3

Weather:

Sunny/ 78

Sales Rep:

Service Center:

Start Date: 05-31-2023

Finish Date:

Type Of Work: Rugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
05-31-2023	0700	1600	<p>The crew warmed up the equipment and had meeting.</p> <p>The crew transferred some tubing to another tub and loaded out tub and swivel unit.</p> <p>Tripped in well to 1,723' and rigged cement head on well head to prepare for cement.</p> <p>Cement crew came and pumped 10 barrels, 200lbs of gel in well then pumped 7 sacks of cement, 1.4 barrels of mixed cement in well to plug bottom hole.</p> <p>Tripped out of well above cement.</p> <p>Cement plug from a estimated 1,723'-1,634'. Gel from 1,634' - 1,200'</p> <p>Crew went to yard to get steps for floor.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #

Region 3

Weather:

Sunny/ 84

Sales Rep:

Service Center:

Start Date: 06/01-2023

Finish Date:

Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
06/01-2023	0700	1600	<p>The crew warmed up the equipment and had meeting.</p> <p>Wireline came and the crew rigged up wireline tools.</p> <p>Wireline set down at 1,481'. Showed no 5 3/16' casing between 1,420'-1,359'.</p> <p>Doug Newlon gave the ok to trip in hole and tag cement and then plug back to 1,370'.</p> <p>Tripped in well to 1,533' and have not tagged cement yet. Will continue to trip in well in the morning to tag cement and get cement crew over there.</p> <p>Crew shut in well with mechanical valve on well head.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket # Region 3

Weather: Sunny/ 85

Start Date: 06-02-2023

Finish Date:

Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
06-02-2023	0700	1600	<p>The crew warmed up the equipment and had meeting.</p> <p>Tripped in well to 1,723' to prepare for cement. Well drank all the previous bottom hole plug.</p> <p>Cement crew came and rigged up to pump cement. Plugged from 1,723' to a estimated 1,573' using 3.7 barrels/18.5 sacks of class L cement.</p> <p>Crew tripped out of well and shut well in using mechanical valve on well head.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket # Region 3

Weather: Sunny/ 75
Location: Glendale Road
County: Ritchie

Start Date: 05-05-2023

Finish Date:

Type Of Work: Rugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
06-05-2023	0700	1300	<p>The crew warmed up the equipment and had meeting. BSI hauled off an estimated 60 barrels of wastewater. The crew tripped in hole and tagged top of cement at 1,450'.</p> <p>Cement crew came and plugged from 1,450' to a estimated 1,300' using 3.2 barrels/ 14 sacks of class L cement.</p> <p>The crew tripped out of well to prepare for wireline in the morning to shoot pipe off at 1,300' and try to pull. Doug Newlon was on site and that is what he requested.</p>





Job Log Sheet

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #

Region 3

Weather:

Sunny/ 75

Location:

Glendale Road

County:

Ritchie

Start Date: 05-06-2023

Finish Date:

Type Of Work: Rugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
06-06-2023	0700	1600	<p>The crew warmed up the equipment and had a meeting. Wireline came and tagged the top of cement at 1,318'.</p> <p>Wireline tripped back out of well and crew rigged up spear to pull the 5 3/16' casing. Wireline had to re-tool to go through spear into well to shoot casing. Rigged up a 7 shot and crew put 30k tension on casing and wireline cut casing at 1,293' and it would not pull. Wireline put another 7 shots on and came up to 1,169' and cut casing and it would not pull. The crew called Doug Newlon and he said to set plug up 50' above last cut then cut casing above elevation and pull.</p> <p>Crew tripped in well to 1,000' with 1 1/2" to prepare for cement in the morning.</p> <p><i>I went to volcano and got with Kurt so he could show me the next 5 wells in region 3</i></p>





Job Log Sheet

Start Date:	06-07-2023	Company:	Next LVL Energy	Service Ticket #	Region 3
Finish Date:		Land Owner Name	Scott A.F.	Weather:	Sunny / 75
Type Of Work:	Plugging	API #	47-085-01554	Location:	Glendale Road
				County:	Ritchie
				Hoss Co Field Engineer:	Shea Russell

Date	From	To	Operation Details
06-07-2023	0700	1300	<p>The crew warmed up the equipment and had a meeting.</p> <p>BSI hauled off an estimated 50 barrels of wastewater.</p> <p>Crew finished tripping in well to 1,318'</p> <p>Cement crew came and pumped cement from 1,318' to a estimated 1,100' using 26 sacks/5.3 barrels of class L cement.</p> <p>Crew tripped out of well to prepare for wireline to come cut 5 3/16" casing tomorrow.</p>





Job Log Sheet

Start Date:	06-08-2023	Company:	Next LVL Energy	Service Ticket #	Region 3
Finish Date:		Land Owner Name	Scott A.F.	Weather:	Sunny/ 75
Type Of Work:	Plugging	API #	47-085-01554	Location:	Glendale Road
				County:	Ritchie
				Hoss Co Field Engineer:	Shea Russell

Date	From	To	Operation Details
06-08-2023	0700	1400	<p>The crew warmed up the equipment and had a meeting.</p> <p>Wireline crew came and tagged the top of cement at 1,112'.</p> <p>Wireline rigged up a 7 shot and shot 5 3/16' at 814' and pulled 30klbs and it did not move.</p> <p>Doug Newlon was called, and he wanted the casing shot at 754' and try to pull. Wireline rigged up another 7 shots and crew pulled 30k and it did not come.</p> <p>The crew tripped in well to 1,112' to prepare for cement.</p> <p>Cement crew came and set plug from 1,112' to an estimated 500' using 15barrels and 74 sacks of cement. Crew tripped out of well.</p>





Job Log Sheet

Start Date:	06-09-2023	Company:	Next LVL Energy	Service Ticket #	Region 3
Finish Date:		Land Owner Name	Scott A.F.	Weather:	Sunny/ 75
Type Of Work:	Plugging	API #	47-085-01554	Location:	Glendale Road
				County:	Ritchie
				Hoss Co Field Engineer:	Shea Russell

Date	From	To	Operation Details
06-09-2023	0700	1400	<p>The crew warmed up the equipment and had a meeting.</p> <p>BSI hauled off an estimated 40 barrels of wastewater.</p> <p>Crew waited on wireline crew to show up.</p> <p>Crew rigged up 5 3/16' slips etc.</p> <p>Wireline came from another site at 12pm.</p> <p>Wireline tagged top of cement at 562' then used a 7 shot to cut 5 3/16' casing at 366'.</p> <p>Crew pulled 5 3/16" casing up a few feet as it was free and set up in slips to hold until <u>Monday to pull casing and plug out</u></p>





Job Log Sheet

Service Ticket #	Region 3
Weather:	Rainy/Cloudy/70
Location:	Glendale Road
County:	Ritchie

Start Date: 06-12-2023

Company: Next LVL Energy

Finish Date:

Land Owner Name: Scott A.F.

Type Of Work:

Plugging

API #: 47-085-01554

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
06-12-2023	0700	1500	<p>The crew warmed up the equipment and had meeting. Crew pulled 12 joints, 367' of 5 3/16' casing.</p> <p>Tripped in well to 380' 1 1/2" and plugged up mud anchor, tripped back out of well and cleaned it out and tripped back in well to 375' with approval from Doug Newlon.</p> <p>Cement crew came and pumped 32 barrels, 160 sacks of cement and ran out before plugging out. Will be back in morning to finish.</p> <p>Crew tripped 1 1/2" out of well.</p> <p>Crew set 20' long monument measuring 7" in outside diameter.</p>





Job Log Sheet

Company: Next LVL Energy
 Land Owner Name: Scott A.F.
 API #: 47-085-01554

Service Ticket #
 Weather: Sunny / 75
 Location: Glendale Road
 County: Ritchie

Start Date: 06-13-2023
 Finish Date:
 Type Of Work: Plugging

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
06-13-2023	0700	1300	<p>The crew warmed up the equipment and had meeting. BSI hauled off an estimated 110 barrels of wastewater. Crew tagged top of cement at 80'. Cement crew came and set plug from 80' to surface using 10 barrels/50 sacks of class L cement. The crew re-set the monument and with rig holding it in place until cement dries. The crew cleaned the road off and began packing stuff up. Well, is plugged out.</p>





Job Log Sheet

Start Date:	06-14-2023	Company:	Next LVL Energy	Service Ticket #	Region 3
Finish Date:		Land Owner Name	Scott A.F.	Weather:	Sunny/ 75
Type Of Work:	Plugging	API #	47-085-01554	Location:	Glendale Road
				County:	Ritchie
				Hoss Co Field Engineer:	Shea Russell

Date	From	To	Operation Details
06-14-2023	0700	1300	The crew warmed up equipment and had meeting. The crew loaded tubs and equipment. Released monument from blocks and rigged down. Trucks came and hauled equipment off site. Well is plugged and site is awaiting reclaim.





Monument Job Log

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #: Region 3 Monument Log
Weather: Sunny/ 75
Location: Glendale Road
County: Ritchie

Start Date:
Finish Date: 06-14-2023
Type Of Work: Monument

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
06-14-2023			<p>Crew set monument that consisted of a 20" casing that is 7" in outside diameter that has the API# welded in monument.</p> <p>"The monument protrudes 72" above the ground surface.</p> <p>The monument is anchored in cement inside of 10" casing that was left in well. Site is awaiting reclaim.</p>



State of West Virginia Department of Environmental Protection

Office of Oil and Gas

Compliance Officer Affidavit of Compliance – Plugging

I. Well Identification

API Number: 47-085-01554 Assigned Number: 47-085-01554
WV DEP PAID
Well Operator: PLUGGING
Farm/Landowner: Scott A.F. Well Number: #2

II. Well Location

Quad: Shultz 7.5' District: Grant County: Ritchie
Latitude: -(N)39.277760 Longitude: -(W)81.174399

III. Well Plugging

A. Establishment of well control

For any 'yes' response, provide a description of the method by which well control was established.
For any 'no' response, provide a narrative description of issues and/or problems associated with well control.

1. WAS WELL CONTROL ESTABLISHED? YES ☒ NO ☐

Well control was established with well head and mechanical valve attached.

B. Well cleanout

For any 'no' response, provide a narrative description of issues and/or problems associated with attainment of total depth. If modification to work plan is authorized by Oil & Gas inspector, please identify inspector, and describe the authorized changes to work plan.

2. WELL TOTAL DEPTH, IF KNOWN OR EXPECTED: 1,723'
3. WAS TOTAL DEPTH ATTAINED? YES ☒ NO ☐
4. DID INSPECTOR AUTHORIZE WORK PLAN DEVIATION? YES ☒ NO ☐

Doug Newlon approved and directed deviations from prognosis.

C. Removal of free pipe

If any free (i.e., uncemented) pipe or tubing remains in the wellbore, provide a narrative description of issues and/or problems associated with the removal of free pipe. If modification to work plan is authorized by Oil & Gas inspector, please identify the inspector, and describe the authorized changes to work plan.

5. WAS ALL FREE TUBING AND CASING REMOVED? YES ☒ NO ☐
6. DID INSPECTOR AUTHORIZE WORK PLAN DEVIATION? YES ☒ NO ☐

Doug Newlon approved leaving what 5 3/16" casing Next Level could not pull. 2 3/8" tubing was reduced down to 1 1/2" tubing at 1,469'. Could not run bond log or wireline tools passed 1,479' due to obstruction keeping wireline tool from going down any further. Rods and tubing were broken off down in well and was fished out with fishing tools. All broken rods and tubing was recovered per Doug Newlon's request. 5 3/16" casing was cut at 1,293', 1,169', 814' and 754' and pulled on 30-40k and would not pull. Was cut at 367' and pulled out. 10" was approved to be left in well.

Record casing

TYPE	FROM	TO	PIPE REMOVED	LEFT
Rods	1,723'	Surface	0	0
1 1/2"	1,723'	1,469'	255'	0
2 3/8"	1,469'	Surface	1,469'	0
5 3/16"	Unknown	Surface	367'	Unknown
10"	Unknown	Surface	0	Unknown

D. Cement plug setting

For any 'no' response, provide a narrative description of issues and/or problems associated with cement plug setting. If modification to work plan is authorized by Oil & Gas inspector, please identify the inspector, and describe the authorized changes to work plan.

7. BOTTOM HOLE PLUGGED YES ☒ NO ☐
8. ALL CEMENT PLUGS MINIMUM 100' YES ☒ NO ☐
9. LATEX PLUGS USED FOR H2S GAS ZONES YES ☐ N/A ☒

10. CEMENT PLUG USED THROUGH COAL SEAM	YES <input type="checkbox"/>	N/A X
11. CEMENT PLUG SET TO PROTECT FRESHWATER	YES <input type="checkbox"/>	N/A X
12. CEMENT PLUG SET ACROSS ELEVATION	YES X	NO <input type="checkbox"/>
13. TAGGED ALL CEMENT PLUGS	YES X	NO <input type="checkbox"/>
14. PROPER AMOUNT OF GEL TO DISPLACE CEMENT PLUGS	YES X	NO <input type="checkbox"/>
15. WERE ALL CHANGES APPROVED BY INSPECTOR	YES X	NO <input type="checkbox"/>
16. CLASS A/L CEMENT USED ¹	YES X	NO <input type="checkbox"/>

Class L cement was used throughout the plugging process. Well absorbed first plug. Plugs were set 50' below and above all cuts in casing as well through gas and oil shows and elevation.

E. Monument installation

For any 'no' response, provide a narrative description of issues and/or problems associated with the installation of the monument.

17. API NUMBER ATTACHED	YES X	NO <input type="checkbox"/>
18. MINIMUM 6" DIAMETER	YES X	NO <input type="checkbox"/>
19. MINIMUM INSTALLED HEIGHT 30" ABOVE SURFACE	YES X	NO <input type="checkbox"/>
20. MINIMUM INSTALLED LENGTH 10' BELOW SURFACE	YES X	NO <input type="checkbox"/>

Monument protrudes from the ground 72". Monument consist of a 7" outside diameter casing that is 20' long and has API number welded on the monument. Monument is anchored in with cement and inside the existing 10" casing that was left in well. Monument is 16' below surface.

IV. Waste disposal

A. Liquid waste disposal

For any 'yes' response, provide approximate quantities and identification of approved disposal facility.

21. WAS CRUDE OIL COLLECTED	YES <input type="checkbox"/>	NO X
22. WERE CLASS II FLUIDS COLLECTED	YES X	NO <input type="checkbox"/>
<u>BSI Well Services removed 190 barrels of wastewater from tub and delivered to Mudmasters.</u>		

¹ Class L cement may be used in place of Class A pursuant to Variance Order 2022-13; however, such cement classifications must be indicated on the approved permit.

B. Solid waste disposal

For any 'yes' response, provide approximately quantities and identification of approved disposal facility.

23. WAS SOLID WASTE COLLECTED AND/OR DISPOSED OF YES ☐ N/A ☒
No solid waste was collected.

V. Spills

For any 'yes' response, provide HSEM reference number.

24. ALL SPILLS REPORTED TO DEP SPILL LINE YES ☐ N/A ☒
No spills occurred.

VI. Compliance certification

I hereby certify that all the information contained in this compliance report (or any other accompanying or required documents) is correct, accurate and complete to the best of my knowledge. I understand that the falsification, misrepresentation, or omission of any facts in said documents may be cause for non-payment under terms of the contract.

Signature: Randall Russell
Printed Name: Randall Shea Russell
Employer: HossCo.
Title: Compliance Officer
Date: 06/15/2023



Reclaim Job Log

Start Date: 08/16/2023
Finish Date:
Type Of Work: Plugging

Company: Next LVL Energy
Land Owner Name: Scott A.F.
API #: 47-085-01554

Service Ticket #

Region 3/Reclaim

Weather: Sunny/ 75
Location: Glendale Road
County: Ritchie

Hoss Co Field Engineer: Shea Russell

Date	From	To	Operation Details
08/16/2023	0700	1300	

The site has been reclaimed to WV DEP specifications listed in the well packet. Rather than seeding and using straw, fertilizer materials were mixed in a hydro-seeder and sprayed on soil. Stone was left per landowner request. Site is now complete.



State of West Virginia Department of Environmental Protection

Office of Oil and Gas

Compliance Officer Affidavit of Compliance – Reclamation

I. Well Identification

API Number: 47-085-01554 Assigned Number: 47-085-01554
 Well Operator: WV DEP Paid Plugging
 Farm/Landowner: Scott A.F. Well Number: #2

II. Well Location

Quad: Shultz 7.5' District: Grant County: Ritchie
 Latitude: -W 39.27760 Longitude: -W 81.174399

III. Reclamation

A. Wellsite and access road

For any 'no' response, provide a narrative description of issues and/or problems associated with reclamation.

1. RECLAIMED PER E&S CONTROL MANUAL	YES x	NO <input type="checkbox"/>
2. FENCES REPLACED	YES <input type="checkbox"/>	N/A x
3. PROPER DRAINAGE	YES x	NO <input type="checkbox"/>
4. MULCH	YES x	NO <input type="checkbox"/>
5. SEED	YES x	NO <input type="checkbox"/>
6. FERTILIZER	YES x	NO <input type="checkbox"/>
7. LIME	YES x	NO <input type="checkbox"/>
8. ALL EQUIPMENT REMOVED	YES x	NO <input type="checkbox"/>
9. SITE CLEAR OF REFUSE	YES x	NO <input type="checkbox"/>

No fencing on site. Access road stone was left in place and in front of barn per landowners
Request.

IR-9C2

Rev: 09/2022

B. Revegetation

Provide details on revegetation quantities.

Disturbed acreage: Less than a acre.
Pre-vegetation pH: N/A
Lime: 3 tons/acre or to correct to pH: 6.0
Fertilizer type: 20-20-20
Fertilizer amount: 500 lbs/acre
Mulch: 2-3 lbs/acre

Job site was hydro-seeded in lieu of straw, fertilizer and seed. Was all mixed in hyrdo-seeded

Reclaimed to well packet specifications.

IV. Compliance certification

I hereby certify that all the information contained in this compliance report (or any other accompanying or required documents) is correct, accurate and complete to the best of my knowledge. I understand that the falsification, misrepresentation, or omission of any facts in said documents may be cause for non-payment under terms of the contract.

Signature: Randall Russell
Printed Name: Randall Russell
Employer: Hoss Co.
Title: Compliance Officer
Date: 08/16/2023



SECTION 6: EXAMPLES OF BLANK SUPPLEMENTAL QUALITY ASSURANCE REPORTS

Examples of blank Supplemental Quality Assurance Reports begin on the next page. These reports have been enhanced from phase one of the grant to improve our future Supplemental Quality Assurance performance. Each officer is required to fill out these reports in detail. The officer is responsible for maintaining these reports during each formula grant well in which pre-site construction, plugging, and reclamation services are being operated. (The agency IR9-C1 and IR9-C2 affidavits will be completed by the officer after plugging and reclamation services have been completed).



Service Ticket #

Quality Assurance Pre-Site Report

Company:

Land Owner Name

API #

Date:

Type Of Work:

Hoss Co Field Officer:

	From	To	Operation Details
TIME:			



Service Ticket #

Quality Assurance Daily Job Report

Date:

Company:

Land Owner Name

API #

Type Of Work:

Hoss Co Field Officer:

	From	To	Operation Details
TIME:			



Service Ticket #

Quality Assurance Daily Sign In Sheet

Date:

Company:

Land Owner Name

API #

Type Of Work:

Hoss Co Field Officer:

	From	To	Operation Details
TIME:			

Name	Time In	Time Out	Signature
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			



Service Ticket #

Quality Assurance Daily Casing/Tubing Report

Company:

Land Owner Name

API #

Date:

Type Of Work:

Hoss Co Field Officer:

	From	To	Operation Details
TIME:			

Daily Record Casing/Tubing

Type	From	To	Removed	LIH



Service Ticket #

Quality Assurance Daily Cement Report

Company:

Land Owner Name

API #

Date:

Type Of Work:

Hoss Co Field Engineer:

	From	To	Operation Details
TIME:			Cement Class - Tagged Depths - Density- Amount used for spacers- Time it took for cement to cure -

Daily Cement Report

Sacks

BBLS

Gel

Flake

Size of Plug



Safety Form

Service Ticket No.	
--------------------	--

Customer:	
Well	

Date:	
Field Engineer:	
Customer Rep.:	
Plugging Rep	

Daily Activity Plan:			
Document all safety situations below			
Task Description	Hazard/Risk Involved	Hazard Class	Control Measures Taken

By Signing this , I have participated in the discussion, reviewed and understand the above safety measures.

Company	Print Name	Signature

Hazard Ranking Priority

Severity:

1. *Imminent Danger* ; (e.g., Causing Death, Widespread Illness, Loss of facilities)
2. *Serious* ; (e.g., Server injury, serious illness, or damage.)
3. *Minor* ; (e.g., Non-serious injury, illness, or damage.)
4. *Negligible/OK* ; (e.g., minor injury, requiring first aid or less.)

Probability

- A. *Probable* - Likely to Occur immediately or soon.
- B. *Reasonably Probable* - Likely to occur eventually.
- C. *Remote* - Could occur at some point.
- D. *Extremely Remote* - Unlikely to occur



Service Ticket #

Quality Assurance Monument Report

Company:

Land Owner Name

API #

Date:

Type Of Work:

Hoss Co Field Officer:

	From	To	Operation Details
TIME:			



Service Ticket #

Quality Assurance Reclaim Report

Company:

Land Owner Name

API #

Date:

Type Of Work:

Hoss Co Field Officer:

	From	To	Operation Details
TIME:			



Service Ticket #

Quality Assurance Davis Bacon Prevailing Wages Interview

Date:

Company:

Land Owner Name

API #

Type Of Work:

Hoss Co Field Officer:

Operation Details

TIME:

State – West Virginia

County –

Interviewee –

Definition of work -

Interview conducted by –

Results of Interview –



Service Ticket #

Quality Assurance Build America Buy America Report

Company:

Land Owner Name

API #

Date:

Type Of Work:

Hoss Co Field Officer:

	From	To	Operation Details
TIME:			

State of West Virginia Department of Environmental Protection

Office of Oil and Gas

Compliance Officer Affidavit of Compliance – Plugging**I. Well Identification**

API Number: _____ Assigned Number: _____

Well Operator: _____

Farm/Landowner: _____ Well Number: _____

II. Well Location

Quad: _____ District: _____ County: _____

Latitude: _____ Longitude: _____

III. Well Plugging**A. Establishment of well control**

For any 'yes' response, provide a description of the method by which well control was established.
For any 'no' response, provide a narrative description of issues and/or problems associated with well control.

1. WAS WELL CONTROL ESTABLISHED? YES NO ☐

B. Well cleanout

For any 'no' response, provide a narrative description of issues and/or problems associated with attainment of total depth. If modification to work plan is authorized by Oil & Gas inspector, please identify inspector, and describe the authorized changes to work plan.

2. WELL TOTAL DEPTH, IF KNOWN OR EXPECTED: _____

3. WAS TOTAL DEPTH ATTAINED? YES NO ☐4. DID INSPECTOR AUTHORIZE WORK PLAN DEVIATION? YES NO ☐

C. Removal of free pipe

If any free (i.e., uncemented) pipe or tubing remains in the wellbore, provide a narrative description of issues and/or problems associated with the removal of free pipe. If modification to work plan is authorized by Oil & Gas inspector, please identify the inspector, and describe the authorized changes to work plan.

5. WAS ALL FREE TUBING AND CASING REMOVED? YES NO ☐
6. DID INSPECTOR AUTHORIZE WORK PLAN DEVIATION? YES NO ☐

Record casing

TYPE	FROM	TO	PIPE REMOVED	LEFT

D. Cement plug setting

For any 'no' response, provide a narrative description of issues and/or problems associated with cement plug setting. If modification to work plan is authorized by Oil & Gas inspector, please identify the inspector, and describe the authorized changes to work plan.

7. BOTTOM HOLE PLUGGED YES NO ☐
8. ALL CEMENT PLUGS MINIMUM 100' YES NO ☐
9. LATEX PLUGS USED FOR H₂S GAS ZONES YES ☐ NA

10. CEMENT PLUG USED THROUGH COAL SEAM	YES <input type="checkbox"/>	NA
11. CEMENT PLUG SET TO PROTECT FRESHWATER	YES <input type="checkbox"/>	NA
12. CEMENT PLUG SET ACROSS ELEVATION	YES	NO <input type="checkbox"/>
13. TAGGED ALL CEMENT PLUGS	YES	NO <input type="checkbox"/>
14. PROPER AMOUNT OF GEL TO DISPLACE CEMENT PLUGS	YES	NO <input type="checkbox"/>
15. WERE ALL CHANGES APPROVED BY INSPECTOR	YES	NO <input type="checkbox"/>
16. CLASS A/L CEMENT USED ¹	YES	NO <input type="checkbox"/>

E. Monument installation

For any 'no' response, provide a narrative description of issues and/or problems associated with the installation of the monument.

17. API NUMBER ATTACHED	YES	NO <input type="checkbox"/>
18. MINIMUM 6" DIAMETER	YES	NO <input type="checkbox"/>
19. MINIMUM INSTALLED HEIGHT 30" ABOVE SURFACE	YES	NO <input type="checkbox"/>
20. MINIMUM INSTALLED LENGTH 10' BELOW SURFACE	YES	NO <input type="checkbox"/>

IV. Waste disposal

A. Liquid waste disposal

For any 'yes' response, provide approximate quantities and identification of approved disposal facility.

21. WAS CRUDE OIL COLLECTED	YES <input type="checkbox"/>	NO
22. WERE CLASS II FLUIDS COLLECTED	YES	NO <input type="checkbox"/>

¹ Class L cement may be used in place of Class A pursuant to Variance Order 2022-13; however, such cement classifications must be indicated on the approved permit.

B. Solid waste disposal

For any 'yes' response, provide approximately quantities and identification of approved disposal facility.

23. WAS SOLID WASTE COLLECTED AND/OR DISPOSED OF YES ☐ NO

V. Spills

For any 'yes' response, provide HSEM reference number.

24. ALL SPILLS REPORTED TO DEP SPILL LINE YES ☐ NA

VI. Compliance certification

I hereby certify that all the information contained in this compliance report (or any other accompanying or required documents) is correct, accurate and complete to the best of my knowledge. I understand that the falsification, misrepresentation, or omission of any facts in said documents may be cause for non-payment under terms of the contract.

Signature: _____

Printed Name: _____

Employer: Hoss Co Services

Title: _____

Date: _____

State of West Virginia Department of Environmental Protection

Office of Oil and Gas

Compliance Officer Affidavit of Compliance – Reclamation**I. Well Identification**

API Number: _____ Assigned Number: _____

Well Operator: _____

Farm/Landowner: _____ Well Number: _____

II. Well Location

Quad: _____ District: _____ County: _____

Latitude: -(N) Longitude: -(W)**III. Reclamation****A. Wellsite and access road**

For any 'no' response, provide a narrative description of issues and/or problems associated with reclamation.

- | | | |
|-------------------------------------|------------------------------|-----------------------------|
| 1. RECLAIMED PER E&S CONTROL MANUAL | YES X | NO <input type="checkbox"/> |
| 2. FENCES REPLACED | YES <input type="checkbox"/> | NA |
| 3. PROPER DRAINAGE | YES X | NO <input type="checkbox"/> |
| 4. MULCH | YES X | NO <input type="checkbox"/> |
| 5. SEED | YES X | NO <input type="checkbox"/> |
| 6. FERTILIZER | YES X | NO <input type="checkbox"/> |
| 7. LIME | YES X | NO <input type="checkbox"/> |
| 8. ALL EQUIPMENT REMOVED | YES X | NO <input type="checkbox"/> |
| 9. SITE CLEAR OF REFUSE | YES X | NO <input type="checkbox"/> |

B. Revegetation

Provide details on revegetation quantities.

Disturbed acreage: _____
 Pre-vegetation pH: _____
 Lime: _____ tons/acre or to correct to pH: _____
 Fertilizer type: _____
 Fertilizer amount: _____ lbs/acre
 Mulch: _____ lbs/acre

IV. Compliance certification

I hereby certify that all the information contained in this compliance report (or any other accompanying or required documents) is correct, accurate and complete to the best of my knowledge. I understand that the falsification, misrepresentation, or omission of any facts in said documents may be cause for non-payment under terms of the contract.

Signature: _____

Printed Name: _____

Employer: Hoss Co Services

Title: _____

Date: _____



SECTION 7: STAFF RESUMES

Staff resumes begin on the next page. These resumes are for current Hoss Co Services staffed officers. As noted throughout this RFP, our staff has a magnitude of experience operating the services requested in this solicitation. Each officer listed below has successfully performed Supplemental Quality Assurance for multiple formula grant plugging wells in the state of West Virginia. As a team we know what is required of this RFP and we are properly staffed to provide Supplemental Quality Assurance for this program. Potential future employee resumes (additional officers if needed) have been filed away until their services may be required.



JUSTIN PATRICK MEEKS

65 ANN DRIVE, GALLIPOLIS, OH 45631

304-741-5422

[jmeeks@hossco.services.com](mailto:jmeeks@hossco.services)

Background: second generation oil field with a background in plugging oversight compliance, sales, wireline, and safety protocols. In nearly twenty years of experience in the industry I pride myself by always being on time, telling the truth, and building on the many relationships I have developed over the years. We are a West Virginia company who proudly serve West Virginia and the surrounding states.

Experience:

Owner - July 2012 - Present

Hoss Co Services ■ 65 Ann Drive, Gallipolis, OH 45631

Operate and project manage Supplemental Quality Assurance Officers for the WV federal plugging well grants.

Manage and schedule day-to-day operations while also assisting in office duties. Work with customers and agency staff to maintain impeccable service at minimal cost.

In Hoss Co Services for twelve plus years our safety record and on time record are still at a 100 percent success rate.

Vice President – May 2007- August 2011

Meeks Directional Services- 1141 Grosscup Avenue Dunbar WV 25064

Managed crews and scheduling for wireline steering service in the lower huron gas fields of Eastern Kentucky. Oversaw scheduling for three crews covering multiple rigs.

Customer Relations – September 2006 – July 2008

Meeks Wireline Services – 1141 Grosscup Avenue Dunbar WV 25064

Head of sales maintaining customer relations for over 70 clients in the oil and gas sector. Meeks Wireline Services was the largest independent wireline company east of the Mississippi. In my time as head of sales I developed relationships in the industry that are still solid today.

Skills

- Communication
- Organization
- Quick books
- ISN
- Word, Adobe, Excell etc.

Training

- Well Control School

Education

Marshall University

August 2001-2004 ▪ [Broadcast Journalism/Communications](#)

[Second City Improv School](#)

[January 2005 – October 2006](#)

[South Charleston High School](#)

[1998-2001](#)

References

Thomas J Clark

Harold Holstien

Andrew G. Lang



"Through Christ all things are possible"

RANDALL SHEA RUSSELL

4165 Bladen Road, Gallipolis Ohio 45623 | H: 740-339-1010 |
 srussell@hossco-services.com

SUMMARY

Objective: Successful at driving financial and productivity results. Resourceful, multi-skilled and self-motivated individual is seeking a position that will provide me with opportunities to support the short and long-term objectives of an organization while also being provided with the prospect to advance my knowledge and experience.

ACCOMPLISHMENTS

Statistical Analysis

- Performed data collection and statistical analysis that resulted in sound recommendations that was adopted by department.
- Supervised project production efforts to ensure projects were completed to company standards, on time and within budget constraints.

OSHA 30 Certified

NACE CIP Level 1 certified

Degree in Power Plant Technologies

Degree in IT Networking

Masonic lodge #536

EXPERIENCE

Hoss Co Services

01/15/2023-Present

Compliance Officer Region 3 WV

Assistant Project Manager

- Document and report daily
- Oversee the plugging process to make sure contractor adheres to state standards during all activities through various steps of the well plugging process.
- Make daily job logs using Microsoft Word and geo-coordinated photos.
- Fill out and complete affidavits from data gathered in the field.
- Making phone calls to several branches of state employees for approvals, permits and proper notifications.
- Direct line of communication between agency and contractors

Columbia Gas

10/27/2019- 1/10/2023

Plant Technician- Bidwell, Ohio

- Install service lines (new and existing).
- Repair leaks on main lines as well as service lines.
- Locate gas lines using several methods.
- Pressure test service lines.
- Complete paperwork accurately.
- Operate earth moving equipment.
- Plan work safely using company policies and standards.
- Work within company safety policies and standards.
- Oversee contractors to confirm work was done to company standards. • Part of the statewide safety team.

MDM Inspections/MVP EQT

03/19-10/27/2019 Clarksburg WV. Spread B Nace Coating and Utility Inspector

- Ensured that the 42" Natural Gas line was installed to EQT specifications safely. • Ensure proper pipe padding was used during the set up stages on skids • Monitor coating activities to ensure proper procedure was used.
- Run field tests on the coating to see that it was performed to EQT standards.
- Monitor all work in the area for safety and environmental concerns.

- Monitor the padding phase of backfilling the trench to assure it met EQT standards for padding.
- Communicate to upper management through GoForms electronic reporting, photographs, meetings and telephone calls. • Document and report all activities.

SystemOne / MXP TransCanada 07/18 - 12/18 Culloden WV Spread 8 Nace Coating Inspector

- Protected gas company's assets by monitoring and documenting the installation of a 36" natural gas line.
- Lowering in, padding, backfilling, rock shielding, dry film thickness, sand blasting Profiles, dew points, hardness, coatings, tie-ins.
- Worked with contract to make sure they adhered to blueprint specs and installed Correctly.
- Monitored environment to avoid EPA fines.
- Monitored damage to pipe with pit gauge to determine corrective actions.
- Inspected the sandblasting and coating of welds and repairs.
- Made detailed reports to forward to senior coating inspector.
- Monitored site for safety issues that was outside TransCanada's guidelines.

Elk Energy/ Eastern Panhandle Expansion Project 04/18-07/18 Berkeley Springs Wv Nace Coating Inspector

- Protected gas companies' assets by monitoring and documenting the installation of a 10" natural gas line.
- Lowering in, padding, backfilling, rock shielding, dry film thickness, sand blasting Profiles, dew points, coatings, tie-ins.
- Worked with contract to make sure they adhered to blueprint specs and installed Correctly.
 - Monitored environmental constantly to avoid EPA fines.
 - Monitored damage to pipe with pit gauge to determine corrective actions.
 - Inspected the sandblasting and coating of welds and repairs.

GE Water/Perry Nuclear Power Plant 05/2015-03/2018 Perry, Ohio Field Engineer

I ran a microfiltration and reverse osmosis water treatment system to produce efficient deionized cooling water for the nuclear reactor. First Energy subcontracted GE to produce the water.

- Managed all aspects of water treatment for the nuclear facility
- Ran water treatment equipment to specs detailed in the contract
- Ordered chemicals and supplies
- Handled chemicals to EPA regulations for disposal.
- Adhered to a strict safety compliance program
- Followed blueprints to perform system changes and corrections.
- Ran lab test to check for several different kinds of contaminants

Natural Energy Field Services 02/2014-11/2014 San Antonio, Texas Utility

Inspector Overseen daily activities including but not limited to sandblasting and coating of pipe, grading of topsoil and tie ins. Duties also included the following:

- Assisted CIP level 2 with DFT, soluble salt test, surface prep and profiling
- Lowering in
- Ditching
- Padding, backfilling
- Clearing
- Rock shielding
- Jeeping

Gulf Interstate Field Services 04/2013-02/2014 Harrisonville, Ohio Utility

Inspector • Assisted CIP level 2 with DFT, soluble salt test, surface prep and profiling

- Lowering in
- Ditching
- Padding, backfilling
- Rock shielding
- Jeeping

Willcrest Field Services 10/2012-04/2013 Jupiter, Florida Utility Inspector

This project consisted of the installation of a 24" line from Martin Power Plant to West Palm Beach compressor station for Florida Power and Light, Duties included the following:

- Lowering in
- Ditching
- Padding, backfilling
- Clearing
- Rock shielding • Jeeping

PSI Solutions**03/2009-08/2010 Cheshire, Ohio****Quality Control/ Civil Engineering Technician**

- Performed soil test for ultimate compaction properties to adhere to EPA regulations for contaminated landfill. Tested soil with Nuclear test gauge.
- Duties also included the following:
- Performed and maintained quality assurance measures for the construction at the Kyger Creek Power Plant landfill to ensure that the company's (AEP) safety standards and specifications were followed with strict adherence.
- Acted as supervisor, for a period of four months, and planned and coordinated operational needs with management and staff in cooperation with other team leadership to maximize communication, performance and goal achievement.
- Verified moisture, density, plasticity, liquid limit and compaction properties of soil being utilized to construct the landfill at Kyger Creek Power Plant were to EPA standards.
- Interpreted blueprints and informed technician of the specifications and procedures required at the job site, including the required densities on the various types of soil.
- Utilized both Microsoft Word and Excel software to prepare, track, analyze and log daily field reports and record results for both the EPA and AEP.

AEP Operations/Internship 06/2007 to 08/2007**Mountaineer Power Plant/AEP New Haven, W V**

This was a college internship where my knowledge learned in college was put to practical, hands-on use.

- Checked fluid level on pumps and machinery.
- Basic operations of a coal fired 1300mw power plant Response to alarms.
- Assisted engineering and other personnel to solve operating problems. ●
Checked intake water PH levels, Charcoal filters and reverse osmosis.

EDUCATION**Nace CIP Level 1 certified****Associate of Science: Computer/ IT Networking 2010****University of Rio Grande Rio Grande, OH****2 online classes left****Associate's degree: Power Plant Technologies 2009****University of Rio Grande Rio Grande, OH****OSHA 30****2008****Diploma 1999****South Gallia High School**



Douglas A. Miller

103 Bunker Hill Drive, McMurray, PA 15317 (740) 814-1209)

dmiller@hossco services.com

Sales Profile

Consummate technical and sales professional with over 41 years' experience in the oil and gas industry building new markets, driving revenue growth and improving competitive market positioning. Consistently exceeds target goals to reach organizational objectives with outstanding presentation, communication, negotiation and closing skills. Technical expertise includes plugging, drilling and completion in both horizontal and vertical wells.

Professional Experience

Hoss Co Services – Charleston, WV

Jan 2023 – Present

Site supervision for plugging orphan wells in West Virginia covered multiple wells in multiple regions. Responsible for photos, daily reports and agency affidavit assistance.

Sierra-Hamilton LLC – Morgantown, WV

Dec 2018- Jan 2020

Site supervision for completion work on disposal wells

Atlas Tubular, LLC – Houston, TX

Jan 2018 – Dec 2018

Technical Sales OCTG in the Northeast Region

Customer Meetings updating the new API 5CT 10th Edition Casing regulations

M & K Consulting – Glenford, OH

April 2016-Jan 2018

Owner – Well site supervision for drilling and completions in the Northeast

Managed claims for Tejas Tubular in Midland, TX and the Northeast

Tejas Tubular Products — Houston, TX

Oct 2012 -April 2016

Tejas is a leading provider of a broad range of API products for the Oil Country Tubulars Market.
Technical Services Manager

- Managed the technical services department overseeing new thread designs
- Established running procedures and presented technical presentations
- Managed outside sales to E & P Companies and distribution in the East

Hamilton Metals — Houston, TX

June 2010 - Oct 2012

Largest stocking distributor of Corrosion Resistance Alloy OCTG
Added API Carbon grades from TMK Koppel Seamless and Ipsco ERW mills

Area Manager

- Developed new territory in Northeast U.S.
- Responsible for sales and marketing of OCTG products

Boomerang Tube - St. Louis, MO

May 2008 -June 2010

Start up manufacturer of Oil Country Tubular Goods. Planned 400,000 tons ERW capacity facility. Only Independent OCTG supplier in North America. Pioneer industry-leading best practice by having third-party inspection of its finished products.

General Sales Manager

- Negotiated LOI contracts with distribution
- Marketed Foreign OCTG products to customers
- Responsible for entire U.S. OCTG market

Daugherty Petroleum — Lexington, KY

Jan 2007 - May 2008

Kentucky based E & P producer focusing on unconventional natural gas plays in the southern Appalachian Basin. Core assets include 78 billion cubic feet of proved reserves in 352,000 acres with interests in 1375 oil and gas wells.

Manager Business Development

- Responsible for horizontal drilling program •
- Horizontal well plots and procedures
- Developed Western Kentucky gas field

Maverick Tube Corporation — St. Louis, MO

Dec 1996 -Jan 2007

One of North America's leading producers of oil country tubular goods (OCTG) and line pipe products for use in the exploration, production and transporting of oil and natural gas. Maverick Tube was acquired by Tenaris SA in October 2006

General Sales Manager

Feb 2006 – Jan 2007

- Responsible for four outside salesmen covering the entire U.S.
- Helped raise Mavericks annual sales to over 100 million dollars
- Collaborated daily with OCTG management to create new business and maximize current business
- Monitored monthly and quarterly forecasts provided by distribution to help plan mill production
- Worked closely with supply chain management to oversee the manufacturing of approximately one hundred products in six facilities spread throughout the U.S. and abroad.

OCTG Applications Engineer

Dec 1996 - Feb 2006

- Responsible for selling OCTG products to distribution in the Rockies, Michigan, Midwest and the Eastern U.S.
- Presented papers to regional SPE meetings on differences of ERW and Seamless OCTG products
- Field presentations on the care and use of OCTG products

M & K Consulting — Ravenswood, WV

April 1993 - Dec 1996

- Supervised drilling and completions for Ashland Oil, Consolidated Gas Company, Columbia Gas Transmission
- Performed pressure analysis, down hole pressure testing, echometer analysis for National Fuel Gas
- Worked throughout the Northeast in OH, PA, NY, WV, KY and VA

Columbia Gas Transmission Corporation — Charleston, WV

May 1982-April 1993

Senior Storage Engineer

- Responsible for gas lost studies for storage fields in Ohio and West Virginia
- Maintained reservoir analysis with down hole pressure tests and analyzing wellhead data

Drilling Engineer

- Maintained ten storage fields throughout OH, MD
- Extensive reconditioning programs including wellhead changes, top joint replacements and cleaning out wellbores.

Education

Marietta College — Marietta, Ohio

Aug 1978-May 1982

BSPE in Petroleum Engineering



ETHAN R. CLEM

430 Sago Road, Buckhannon, WV 26201

304-613-7960

eclem@hossco-services.com

Experience:

Hoss Co Services – 04/2018- Present

Phase 1 Region 1 Compliance Officer for the West Virginia Federal Orphaned Well Plugging Grant.

Responsible for daily reports, communication with contractor and agency personnel while maintaining safety. Responsible for filling out and signing the agency affidavits. Oversaw approximately 35 plus wells in region 1. Covered multiple rigs at once.

Pressure Testing Operator for Hoss Co's pressure services.

Highpoint Construction 08/2016-01/2018 – **Containment Supervisor Buckhannon Office**

Skills:

Supervising Experience

Project Management

Heavy Equipment Operating

Inventory Control

Microsoft Office

Excel

PDF

Communication

License/Certifications

OSHA 30

OSHA 10

Well Control

Forklift Certification

Class D CDL

Education:

Buckhannon Upshur High School

2013-2106



JUSTIN BOGGS

596 Stony Run Rd Buckhannon Wv 26201

jboggs@hossco.com

304-203-5466

Skills Summary:

Rig Hand, Wireline Hand, Wireline Engineer, Downhole tool Operator, CDL Driver Operator, Cementing Operator, Frac Service Experience. District manager, Sr Sales Rep. In various oil and gas Services. Project Manager Supervisor.

Education:

Lewis County High School
1999

Certifications:

Petroleum Education Council
Card

Fire Safety

OSHA 10

Experience :

See below for Various roles for over 22 years of experience in the oil and gas Industry.

Hoss Co Services 2013- Present-
Various Roles including project
management responsibilities
for orphan well plugging
oversight

Mitchel Drilling – rig hand

Meeks Wireline – wireline engineer

Bj Services Tool Division – down hole tool specialist

Superior wireline – wireline rigger

Key Wireline – wireline rigger

Peak Completions – downhole tool specialist

Resource Well Completions – lower huron tool development

The Well Boss Company - frac plug salesman

Citadel Casing Solutions – operations manger



SECTION 8: CLOSING AND SIGNATURE:

A closing and technical proposal signature is on the next page.

**Section 8: Closing and Signature**

As the Supplemental Quality Assurance vendor, Hoss Co Services already has and will continue to meticulously document and report findings to the agency. Hoss Co Services showcases a commitment to transparency, accountability, and regulatory oversight. This level of diligence and quality not only ensures the success of plugging operations but also creates trust, credibility, and a direct line of communication amongst the agency personnel, construction crews, plugging contractors, reclamation crews, and officer team members. In conclusion, Hoss Co Services Supplemental Quality Assurance Program exemplifies a proactive and meticulous approach to safeguarding the integrity of the West Virginia Federal Orphaned Well Grant Plugging Project. Building on an already established program while continuing to provide stringent monitoring, documentation, reporting protocols, and safety awareness the company is poised to continue delivering long-term quality assurance services that uphold the highest standards of professionalism and compliance within the program. Thank you for this opportunity and we look forward to working with and assisting the agency throughout the entirety of this program.

Subject: Supplemental Quality Assurance

Number: CRFP 0313 DEP2500000002

Vendor Name: Hoss Co Services LLC

Address: 65 Ann Drive, Gallipolis, OH 45631

Phone Number: (304) 741-5422

Fax Number: NA

Person of contact: Justin Meeks

e-mail address: jmeeks@hosscoervices.com

Signature:

A handwritten signature in blue ink, appearing to read "J. Meeks", is written over a horizontal line.

Date: 8/30/2024