

INSTRUCTIONS TO BIDDERS **ON ODNR ORPHAN WELL PROJECT**

PART 1. **GENERAL INFORMATION**

The services called for in this bid package (“Bid Package”) involve plugging and restoration of idle and orphaned wells (“Project”) for the State of Ohio Department of Natural Resources (“ODNR”). Department of Administrative Service’s approved contractors submitting bids (“Bidder”) for the Project are cautioned to **CAREFULLY** follow these Instructions so that their bids are responsive to the requirements of the bidding process. Questions concerning the proposed Project or questions concerning the bidding requirements may be referred to the Orphan Well Program, Division of Oil and Gas Resources Management (“DOGRM”), at OrphanWellProgram@dnr.state.oh.us. For a detailed description of the proposed Project, please refer to the attached Agreement Between ODNR and Contractor and the Exhibit I, Scope of Work.

PART 2. **PROJECT TIMETABLE**

2.1 Selection of Winning Bidder

The winning bid will be selected by the Chief of DOGRM (“Chief”) within one (1) week following the opening of the bids (See Part 16). Bid tabulations will be forwarded to all Bidders and posted on the website within one (1) week following the selection of the winning bid.

2.2 Execution of the Contract

Execution of an Agreement Between ODNR and Contractor (“Contract”) with the lowest responsive and responsible Bidder (“Winning Bidder”) will occur within ten (10) days after the selection of the bid. The Contract is executed when signed by the Winning Bidder, the Chief, and the Director of ODNR. The Contract, along with the Exhibit I, General Scope of Work and Detailed Scope of Work, shall comprise the “Contract Documents.”

2.3 When Project is to Begin

The Winning Bidder will receive written notice that the contract has received final authorization. A purchase order (“Purchase Order”) will be issued following the execution of the Contract. The Project may begin immediately following receipt of this authorization to proceed.

PART 3.
EXAMINATION OF BID PACKAGE DOCUMENTS

3.1 Completeness of Bid Package

ODNR will electronically provide each Bidder with the Bid Package for the Project; however, each Bidder shall verify to its own satisfaction that all material issued to it including addenda is complete. The Bid Package will also be posted on DOGRM's website. Should the Bidder discover that any item is missing, it shall notify ODNR and the missing item(s) will be forwarded to the Bidder. After bids have been submitted, claims of ignorance of the requirements of bidding or of the Project due to such missing material, including addenda, shall not be recognized.

3.2 Bidder's Responsibility to the Project

The submission of a bid shall constitute a Bidder's representation that the Bidder has, or will, comply with all provisions of the Contract Documents, that the Bid Package is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Project, and that the Bidder has thoroughly reviewed the Scope of Work and has included **ALL** required labor and material in the bid.

3.3 Examination of Site - Familiarization with Site Conditions

The Bidder's attention is directed to the necessity of examining the Site of the proposed Work. Before submitting a proposal, Bidders are required to inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be performed and shall make whatever site investigations or site tests they deem necessary.

The submission of a proposal shall be deemed an acknowledgment that the conditions and difficulties that may be encountered in the execution of the Work are fully and completely appreciated, and that the Specifications and form of Contract are fully understood, and further, that the methods and means of carrying out the Contract by the Contractor shall be such as to not cause any interruption or interference with the work of any other Contractor, except as may be authorized by, and with the consent and approval of, ODNR.

3.4 Conflicts in the Documents

Should any particular information in the Scope of Work for the Project appear to a Bidder to be in disagreement with other requirements in the Contract Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Contract Documents, the Bidder shall immediately so notify ODNR via an email to the Orphan Well Program (OrphanWellProgram@dnr.state.oh.us). If any such notification is received by ODNR by the date of the pre-bid meeting, ODNR will, if determined by

ODNR's sole discretion to be warranted, issue a written clarification or an addendum to all persons who have received the Bid Package.

3.5 Use of Documents for Other Purposes

ODNR is making copies of the Contract Documents available for the sole purpose of obtaining bids for the Project and does not confer a license or grant of the Contract Documents for any other use.

PART 4. **SUBCONTRACTED WORK**

Bidders shall include in their bids the costs of any services for which the Bidder intends to utilize a subcontractor, and the cost of any equipment that will be rented or leased by the Bidder.

PART 5. **BID GUARANTY REQUIREMENTS**

Upon submission of a bid to ODNR, a Bidder must obtain and provide to ODNR a bid guaranty issued and subject to the conditions specified in Ohio Revised Code ("R.C.") 153.54 and R.C. 1509.071(F).

The Bid Guaranty requirements for this Contract may be met by ANY ONE OF THREE WAYS:

OPTION A. By submitting, with the Form of Proposal, a properly executed Bid Guaranty AND Contract Bond. If this option is utilized, the Bid Guaranty/Contract Bond form found at the front of this bid package must be used without change of wording and must be for ten percent (10%) of the amount of the Total Bid plus all additive alternates. If subtractions from the bond amount are made for deductive alternates, the bond shall be insufficient and the Bid shall be rejected.

The submitted Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder and must be countersigned by a Resident Agent of the Bonding Company, as required by Ohio Revised Code ("O.R.C.") Section 5729.08. The name and address of both the Surety and Surety's Agent must appear on the Bid Guaranty and Contract Bond. The Surety's corporate seals must also be affixed to all copies. The Bid Guaranty and Contract Bond must be supported by credentials showing the Power of Attorney of the Agent, the Bonding Company Certificate of Compliance, and the Financial Statement of the Bonding Company. **OR,**

OPTION B. By submitting, with the proposal, a properly executed Bid Guaranty AND Irrevocable Letter of Credit pursuant to O.R.C. Chapter 1305. If this option is utilized, the Letter of Credit must be for ten (10) percent of the amount of the Bid plus all additive alternates. If subtractions from the Letter of Credit amount are made for deductive alternates, the Letter of Credit shall be insufficient and the Bid

shall be rejected. **OR,**

OPTION C. By submitting, with the proposal, a Bid Guaranty in lieu of the Bid Guaranty and Contract Bond or Irrevocable Letter of Credit referred to above. The Bidder may submit a Bid Guaranty as provided in O.R.C. Section 153.54(C) in the form of a Certified Check or Cashier's Check.

The amount of the submitted Certified Check or Cashier's Check shall be equal to ten percent (10%) of the base Bid plus all additive alternates and shall be made payable to the State of Ohio, Department of Natural Resources, Division of Oil and Gas Resources Management. If subtractions from the guaranty amount are made for deductive alternates, the guaranty shall be insufficient and the Bid shall be rejected. If this option is utilized, such Bid Guaranties shall be held by ODNR until the successful low Bidder files the proper Contract Bonds or Letters of Credit as required in Part 3 of Section 00400, Execution of the Contract.

The Certified Check or Cashier's Check shall be returned to the lowest responsible Bidder upon filing of the Contract Bond required in O.R.C. Section 153.54(C) or, the Letter of Credit prescribed in O.R.C. Section 1509.071(F). (Refer to Part 3.1 of Section 00400).

If this option of compliance is utilized, the Bidder **MUST** furnish with his Bid a statement from a responsible surety or bank to the effect that, if the Bidder is selected to enter into a Contract, the surety shall provide the necessary Contract Bond or the bank shall provide the necessary Letter of Credit for ten (10) percent of the amount of the Bid.

PART 6. **PERMIT REQUIREMENTS**

The Winning Bidder shall obtain and pay for all permits necessitated by the Project, as specified in the Bid Package. Bidders shall include in their bids the costs to obtain and pay for all required permits.

PART 7. **ETHICS IN BID PROCESS**

Each Bidder, by submitting its bid, represents that neither it nor its agents, nor any other person on its behalf, has paid or agreed to pay, directly or indirectly, to any agent, employee or official of the state of Ohio any money or valuable consideration for assistance in procuring or attempting to procure the Contract, and further agrees that no such money or reward will be hereafter paid.

PART 8.
AUTHORITY TO DO BUSINESS

The legal status of the Bidder, whether a corporation, partnership, or sole proprietorship, shall be stated in the bid.

A partnership Bidder shall, on the firm's letterhead, submit the full names and addresses of all general partners. The signing partner of the partnership shall present evidence that: the signing partner has lawful authority to sign the bid, the signature is binding upon the partnership, and the partnership has legal existence.

A limited liability company Bidder shall, on the firm's letterhead, submit the full names and addresses of all members. The signing member of the limited liability company shall present evidence that: the signing member has lawful authority to sign the bid, the signature is binding upon the limited liability company, the limited liability company has legal existence, and indicate the state in which the limited liability company was formed and has legal existence.

When a corporation submits a bid, the bid shall be signed in the name of the corporation by a duly authorized officer of the corporation. The signing officer shall also present legal evidence that: the signing officer has lawful authority to sign the bid, the signature is binding upon the corporation, the corporation has legal existence, and indicate the state in which the corporation was formed and has legal existence.

If the Winning Bidder is a corporation or limited liability company formed under the laws of the State of Ohio, the Winning Bidder shall, prior to the signing of the Contract, furnish to ODNR a certificate of good standing from the Ohio Secretary of State. If the Winning Bidder is a corporation that is not incorporated under the laws of the state of Ohio, the Winning Bidder shall, prior to the signing of the Contract, furnish to ODNR a Certificate from the Ohio Secretary of State showing that the Winning Bidder is authorized to do business in the State of Ohio. Further, if the Winning Bidder is a nonresident of Ohio, the Winning Bidder must file a power of attorney with the Ohio Secretary of State designating the Ohio Secretary of State as its agent for the purpose of accepting service of summons in any action brought under R.C. Sections 4123.01 to 4123.94.

PART 9.
BASIS OF BID PRICES

Unless otherwise provided in the Contract Documents, the Winning Bidder shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated, or to be incorporated, in the Project, including the costs incurred by the Winning Bidder in complying with all the provisions and requirements of the Contract Documents.

PART 10.
STANDARDS AND SUBSTITUTIONS

Those articles, devices, materials, forms of construction, fixtures, etc., named in the Specifications (Manufacturer/Model No., etc.) to denote the kind and quality required, whether or not the words “or approved equal” are used, shall be known as “Standards” and all Bid proposals shall be prepared utilizing these “Standards”. Where two or more “Standards” are named together, Bidders may furnish prices on any one of the “Standards” named.

Proposed substitutions shall not be considered in the determination of which Bidder will be awarded the Contract, but shall be considered subsequent to the Execution of the Contract with the lowest responsible Bidder. Substitutions thus made during the course of the Work can only be approved by appropriate change orders.

PART 11.
ADDENDA

If, in the judgment of ODNR, an addendum to the Bid Package is required, ODNR shall prepare an addendum and the addendum shall be delivered by fax or email to all persons recorded by ODNR as having received the Bid Package. No other interpretations or clarifications issued prior to the opening of bids shall have legal effect. Each Bidder shall bear the responsibility to determine that its bid is responsive to all addenda issued. Failure to receive or acknowledge any addenda shall not release the Bidder from all obligations contained in such addenda.

PART 12.
BID ESTIMATE PREPARATION

Bidders shall comply with all provisions of the Bid Package, ensuring that they submit complete, balanced, regular, comparable and acceptable bids. All bids shall be made only on the Bid Sheet included herein.

Any bid that does not include the total bid plus each and every contingency item may be rejected as being non-responsive.

Bids shall be legibly written or typed, with all prices given in numerals. For unit price items, Bidders shall **FILL IN THE UNIT PRICE** bid for each item, and shall also make an item total based on the estimated quantities. In case of incorrect totaling of amounts, or where the unit bid price and the extension do not agree, the Chief may exercise his discretion in determining whether the unit bid price or total line price was intended by the Bidder. Any such determination shall be final.

PART 13.
FORM OF BID

Bids shall be submitted utilizing the Bid Sheet furnished in the Bid Package, and shall include such other documentation as required in Part 13. Bidders are required to complete **ALL**

applicable blanks on the Bid Sheet. The names and titles of individuals shall be typed or printed in ink above the signatures.

PART 14.
REQUIRED BID CONTENTS

To help ensure responsiveness, each Bidder shall include the documents listed below in their bid. Failure to submit these documents will result in a rejection of the bid.

14.1 A Bid Sheet;

14.2 A bid guaranty in a form specified in R.C. 153.54 (See Part 5);

14.3 Forms documenting the Bidder's authority to do business (See Part 8);

NOTE: Do not return the Agreement Between ODNR and Contractor and Exhibit I, Scope of Work with your Bid Package; those are for your use (return **only** the documents required to award and execute the Contract as specified in Part 14 above).

PART 15.
SUBMISSION OF BIDS

Bids **MUST** be submitted no later than the date, time, and place indicated in the Notice to Bidders. Bids **MUST** be submitted in a sealed envelope marked with the name of the Project. Each Bidder shall also place the Bidder's name and address on the outside of the envelope containing their bid. It shall be the sole responsibility of the Bidder to ensure the timely submittal of its Bid Package.

PART 16.
MODIFICATION OR WITHDRAWAL OF BIDS

A bid may be modified or withdrawn by an appropriate document prepared and signed by the Bidder exactly as the bid is signed and delivered to the place where bids are received at any time prior to the opening of the bids.

Following the opening of the bids, bid withdrawal shall be considered only if the Bidder satisfies the requirements of R.C. Sections 9.31 or 153.54(B)(1).

PART 17.
OPENING OF THE BIDS

Bids received prior to the date and time of opening shall be kept secure and unopened until the specified time of opening, at which time all bids shall be publicly opened and read aloud.

Bids that are received after the time fixed for the opening shall not be considered regardless of the cause.

At the date and time fixed for the opening of bids, the bids shall be announced for the information of Bidders and other interested parties.

PART 18.
ACCEPTANCE OR REJECTION OF THE BIDS

ODNR reserves the right to accept or reject any or all bids. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may, at ODNR's sole discretion, be considered irregular and may be cause for rejection of the bid.

Acceptance of the bid shall not constitute acceptance or approval of equipment and materials listed by the Bidder. Review of equipment and/or material and their acceptance for use in the Project shall be based upon specifications and other submittals.

PART 19.
PERIOD BID REMAINS IN EFFECT

Bids for the Project covered by this Bid Package may be held by ODNR for a period of sixty (60) days after date set as the deadline for bids in the Notice to Bidders and shall continue in full effect and not be subject to withdrawal during that period until a Contract has been executed with another Bidder. If no Contract has been executed within the sixty (60) day period, any bid may be withdrawn or nullified by either party or be deemed to be confirmed and extended in time for as long as permitted by the Bidder.

PART 20.
DISQUALIFICATION OF WINNING BIDDER

If the Winning Bidder is unable to meet all requirements of this Bid Package, and submit all documentation required by this Bid Package within the time for execution of the Contract, the Chief, in his sole discretion, may disqualify the Winning Bidder and proceed to select the next lowest responsive and responsible Bidder as the new Winning Bidder.

PART 21.
DOCUMENTS REQUIRED OF WINNING BIDDER AT TIME OF CONTRACT.

No later than five business days after receiving notification from the Division that its bid was selected, the Winning Bidder must submit the following documents to the Division:

- 21.1** Signed Contract (Part 2, Para. 2.2);
- 21.2** Request for Taxpayer Identification Number and Certification (W-9)