Open-Ended RFQ Contact Information

This document has been provided for informational purposes only. The OSP Contact Information provided below is specific to the referenced RFQ and is subject to change.

RFQ Number: S000000400

Description: Well Plugging Services

OSP Buyer: Joshua Williams
501-371-5701
Joshua.Williams@arkansas.gov

OSP Main Phone: 501-324-9316

OSP Website: https://sas.arkansas.gov/procurement/

Note: This solicitation is an open-ended RFQ. Vendors may submit a Response to this solicitation at any time while the solicitation is open. This Solicitation will remain open for submission of responses for a period of up to seven (7) years from the issuance date of May 1, 2025. The state **shall** have the right to close/end this Bid Solicitation for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.

STATE OF ARKANSAS

DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
501 Woodlane St., Ste. 220
Little Rock, Arkansas 72201-1023

OPEN-ENDED REQUEST FOR QUALIFICATIONS

SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000400	Solicitation Issued:	January 22, 2025
Description:	Well Plugging Services		
Department:	Arkansas Oil & Gas Commission		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Response Opening Date:	February 5, 2025	Response Opening Time:	10:00 am CST
Responses for this Request for Qualification **must** be submitted through ARBuy, the State's eProcurement system. It can be accessed at arbuy.arkansas.gov. Responses received after the submission deadline may be rejected as untimely.			

LIVE RESPONSE OPENING INFORMATION	
Teams Meeting Link:	**Join the meeting now**
Meeting ID:	265 779 409 687
Passcode:	Pn7t4Jb3
Call in (audio only):	501.244.3310 or find a local number
Phone conference ID:	871 278 620#

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
TSS OSP Procurement Specialist:	Joshua Williams	Procurement Specialist's Direct Phone Number:	501-371-5701
Email Address:	Joshua.williams@arkansas.gov	TSS OSP's Main Number:	(501) 324-9316
TSS OSP Website:	transform.ar.gov/procurement/		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Open-Ended Request for Qualifications (RFQ) is issued by the TSS Office of State Procurement (TSS OSP) for the Arkansas Oil & Gas Commission ("AOGC" or "Commission") to establish a list of Qualified Vendors to provide Well Plugging Services.

After the establishment of the initial Qualified Vendors List (QVL), this solicitation will be posted on the Miscellaneous Bids page of the OSP website for future Prospective Contractors to be added. See Section 3 for more information.

1.2 OBJECTIVES AND GOALS

The Department seeks to select Qualified Vendors to plug abandoned oil and gas wells under the AOGC's Abandoned and Orphaned Well Plugging Program (AOW) and in accordance with Arkansas state laws, rules, and regulations.

1.3 BACKGROUND AND CURRENT ENVIRONMENT

The AOGC has developed an RFQ process to evaluate plugging vendors and identify those vendors who have the necessary equipment, technical knowledge, and field experience to successfully perform plugging, re-plugging, or repairing of the well, and/or well-site restoration and remediation services of abandoned oil and gas wells. The RFQ evaluation process results in identifying a list of Qualified Vendors from which the AOGC can select a plugging Contractor through a competitive bid process to award specific plugging projects.

During each fiscal year the AOGC identifies a group of abandoned wells, with similar characteristics and located in close proximity to minimize contractor mobilization. The AOGC then develops a *Time and Materials (T&M) Bid Model Sheet* for that project, outlining the time and material activities the AOGC anticipates will be needed to plug the "model" well. Different T&M Bid Model Sheets are developed for different well projects.

The AOGC will request that each Qualified Vendors submit a Time and Materials (T&M) Bid Cost Sheet, which details the different types of time and material costs which may be encountered during the plugging of an oil and gas well. Due to the highly variable and competitive nature of the costs in the oil and gas industry, the T&M Bid Cost Sheet is requested in July and January of each fiscal year, to allow the Qualified Vendors to modify their respective bid costs. The T&M Bid Cost Sheet is signed by the Qualified Vendor and the Qualified Vendor agrees to charge the AOGC the prices set forth in the signed T&M Bid Cost Sheet for services rendered during a specific plugging project.

The same process is repeated for each of the plugging projects the AOGC plans during each fiscal year. The Qualified Vendor whose bid costs result in the lowest plugging cost for the "model" well, is awarded that specific plugging project.

1.4 TYPE OF CONTRACT

A. As a result of this RFQ, TSS OSP intends to establish a QVL consisting of multiple Qualified Vendors.

B. The anticipated starting date for the initial resulting QVL is May 1, 2025, except that the actual QVL start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.

C. The initial term of a resulting QVL will be for four (4) years. Upon mutual agreement by the Contractor and Department, the QVL may be renewed by AOGC for up to three (3) additional one-year terms or portions thereof, not to exceed a total aggregate term of seven (7) consecutive years.

1.5 DEFINITION OF TERMS

A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.

B. “Prospective Contractor” means a responsive and responsible vendor who submits a response that meets the Requirements and criteria set forth in this Solicitation.

C. “Qualified Vendor” means a Prospective Contractor selected to be included on the QVL as a result of this RFQ.

D. The terms “Request for Qualifications,” “RFQ,” and “Solicitation” are used synonymously in this document.

E. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.

F. “Shall” and “must” mean the imperative and are used to identify Requirements and Specifications.

G. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.

H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.6 SOLICITATION SCHEDULE

For informational purposes, TSS OSP is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFQ Release to Prospective Contractors	January 22, 2025
Response Due Date	February 5, 2025
Response Evaluation*	February 6, 2025
Post Anticipated QVL*	February 25, 2025
Establish QVL*	May 1, 2025

1.7 CLARIFICATION OF SOLICITATION

A. Submit questions requesting clarification of information contained in this Solicitation via the Solicitation posting in ARBuy by the date and time listed in Table A.

1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.

2. Prospective Contractors’ written questions will be consolidated and answered by the State as deemed appropriate. The State’s consolidated written response is anticipated to be posted to the Solicitation posting in ARBuy by the date and time specified in Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.

B. The Prospective Contractor should notify the TSS OSP Procurement Specialist of any Requirements that preclude the Prospective Contractor from submitting a response that meets the Requirements and criteria set forth in this Solicitation.

C. Prospective Contractors may contact the TSS OSP Procurement Specialist with non-substantive questions at any time prior to the response opening.

D. An oral statement by TSS OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by TSS OSP.

E. Only an addendum written and authorized by the State will modify the Solicitation.

1.8 RESPONSE DOCUMENTS

A. All responses **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at arbuy.arkansas.gov.

1. Prospective Contractors **must** be registered in ARBuy to submit responses.

B. *Response Packet*

1. Prospective Contractors **shall** utilize the *Response Packet* to submit their responses.

2. The following items are response submission Requirements and **must** be submitted as part of a Prospective Contractor's response.

a. Signed *Response Signature Page*; signature may be ink or digital.

b. Response to the *Statement of Qualifications* sections included in the *Response Packet,* which **must** be in the English language.

c. Proof of general liability insurance of at least $1,000,000.

d. Copy of Prospective Contractor's Equal Opportunity Policy

i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor responding to a Solicitation to submit a copy of the Prospective Contractor's Equal Opportunity (EO) Policy.

ii. Prospective Contractors not required by law to have an EO Policy **must** submit a written statement to that effect.

e. *Proposed Subcontractors Form* (see SRV-1, section 14)

f. *Recommended Options Form*

i. The *Recommended Options* form included in the *Response Packet* allows Prospective Contractors to identify any recommended options or optional service ideas that may benefit the State that were not included in the Requirements and the proposed solution.

3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's response:

a. *EO 98-04 Contract & Grant Disclosure Form* (see SRV-1, section 11)

4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.

C. Prospective Contractors should not include pricing in their responses.

1. Should the Prospective Contractor's response contain any pricing, the response may be rejected.

D. Redacted Copy of the *Response Packet*

1. One (1) redacted (marked *Redacted*) copy of the Prospective Contractor's response (see *Proprietary Information*), if applicable.

E. Prospective Contractors should not alter any language in Solicitation document(s) provided by the State.

F. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's response.

G. Prospective Contractors may submit multiple responses.

SECTION 2 – REQUIREMENTS

2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

A. Prospective Contractors **shall** be registered to do business in the State of Arkansas and in good standing by the start of the QVL.

B. Prospective Contractors **shall** have completed at least twenty-five (25) individual well pluggings in the State of Arkansas.

C. Prospective Contractors **shall** have in-house supervisory personnel with a minimum of five (5) years of experience in oil and gas well construction, servicing or plugging operations.

D. Prospective Contractors **shall** have ability to implement a Spill Control Plan to deal with the occurrence of hydrocarbons and salt water from the well and maintain all equipment and supplies on site.

E. While the extent of some work activities conducted will be determined by the Commission Project Coordinator (CPC) based on specific on-site conditions, it is expected that the Prospective Contractor **shall,** at a minimum, have the following:

1. Ability to operate a rig capable of running/pulling tubulars, drilling (air or fluid), milling/scrapping, fishing, and the setting of packers. A working weight indicator must be available.
2. Ability to provide equipment for well control such as blow-out preventers if necessary.
3. Access to tubulars from one (1) inch to two and seven/eights (2 7/8).
4. Access to tanks and pumping equipment.
5. Access to wireline services.
6. Access to vacuum and transport truck services.
7. Ability to fill well with appropriate type drilling mud of sufficient weight to support cement plugs and, if necessary, of sufficient type and weight to control well flow of gas or water.
8. Ability or access to services to set cement plugs in vertical wells at depths of up to 10,000 feet.
9. Ability or access to services to set cast iron bridge plugs in vertical wells at depths of up to 10,000 feet.
10. Access to welding services including ability to cut off all casing four (4) feet below final grade and weld ¼" steel plate across all casings.

2.2 PERFORMANCE SECURITY

A contract resulting from this RFQ may require a performance security. If AOGC deems a performance security to be necessary, the Qualified Vendor **shall** comply with the following Requirements:

A. The AOGC may require the Qualified Vendor to provide a performance security in the amount of at least 10 percent, but no more than 25 percent, of the total proposed project cost within 5 working days of the States' written notification of intent to award.

1. If required by AOGC, the Qualified Vendor **shall** submit the performance security in one (1) of the following forms:
   a. A performance bond, such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas
   b. Cashier's check
   c. Certified check

d. An irrevocable letter of credit from an Arkansas bank

2. The AOGC will not award a contract prior to acceptance of the performance security required by the AOGC.

B. The AOGC may assess reasonable charges against the Prospective Contractor's performance security in the event of a breach of contract, such as:

1. Quality problems
2. Non-performance
3. Late deliveries
4. Substitutions
5. Contractor error
6. Other areas within control of the Contractor

C. Prior to assessing charges, the AOGC will notify the Contractor, in writing, of the default.

D. The Contractor **shall** remedy the States damages within ten (10) working days or the AOGC may initiate procedures for collection against the Contractor's performance security.

E. In the event of default, and to achieve the greatest economy for the State, the AOGC may choose the next lowest bidding Qualified Vendor, re-advertise for bids, negotiate a purchase, or complete another action consistent with the procurement laws.

F. The AOGC will release the required performance security within 30 working days following the end of the contract period.

2.3 GENERAL REQUIREMENTS

A. The Contractor **shall** coordinate commencement of work, well plugging scheduling based upon risk evaluation, and all report submittals with the Commission Project Manager (CPM).

B. The Contractor **shall** coordinate daily well plugging and restoration duties with the CPC to assure efficient and orderly project progress.

C. The Contractor **shall** complete all work in accordance with Commission General Rule B-8 or B-9 (www.aogc.state.ar.us), whichever is applicable, and as additionally specified by the CPM.

D. The Contractor **shall** abide by all applicable state and federal worker health and safety regulatory requirements.

E. The Contractor **shall** implement a Spill Control Plan to deal with the occurrence of hydrocarbons and salt water from the well and **shall** maintain all equipment and supplies on site.

F. The Contractor **shall** furnish all labor, materials, tools and equipment necessary to execute and complete the scope of work specified in AOGC solicitations and resulting project awards.

G. The Contractor **shall** complete all other work additionally specified by the CPM, CPC, or both.

2.4 SITE ACCESS, PREPARATION AND MOBILIZATION

A. The Contractor **shall** mobilize all personnel, equipment, temporary utilities, materials and all other temporary facilities necessary to perform the required scope of work within thirty (30) days after notification of a project or within forty-eight (48) hours after notification of an emergency project.

1. The AOGC will specify whether the project is an emergency project upon notification.

B. The Contractor **shall** establish appropriate access to the well, subject to approval by either the CPM or CPC, along a route and in a manner that minimizes impact to public safety, public and private road obstructions, and damage to the environment.

C. The Contractor **shall**, subject to approval by either the CPM or CPC, gate or barricade the access road during non-work periods to prevent unauthorized entry to construction areas for public safety and to protect existing facilities and adjacent properties from damage potentially caused by unauthorized access.

D. The Contractor **shall** notify all "811" call before dig services, if such notice is applicable at the well site; and, subject to approval by CPC, **shall** provide access to or create a worksite area large enough for the proposed well plugging equipment which minimizes property damage and environmental impact.

E. The Contractor **shall** establish and maintain adequate storm water run-off structures to minimize impact to nearby surface waters.

F. The Contractor **shall** maintain work areas in a clean and orderly condition free of waste materials, debris, and rubbish.

2.5 WELL PLUGGING

A. The Contractor **shall** perform the necessary work, as directed by the CPC, to complete the plugging of an oil and gas well, including, without limitation, the following:

1. Operating a rig capable of running/pulling tubulars, drilling (air or fluid), milling/scrapping, fishing, and the setting of packers. A working weight indicator **must** be available.
2. Providing equipment for well control such as blow-out preventers if necessary.
3. Providing tubulars from one (1) inch to two and seven/eights (2 7/8).
4. Providing tanks and pumping equipment.
5. Providing wireline services.
6. Providing vacuum and transport truck services.
7. Filling the well with appropriate type drilling mud of sufficient weight to support cement plugs and, if necessary, sufficient type and weight to control well flow of gas or water.
8. Setting cement plugs in vertical wells at depths of up to 10,000 feet.
9. Setting cast iron bridge plugs in vertical wells at depths of up to 10,000 feet.
10. Provide welding services including:
    a. Cutting off all casing at least four (4) feet below final grade.
    b. Welding ¼" steel plates across all casings.

B. All cement plugs **must** be of Class A or H cement consistent with American Petroleum Institute (API) standards.

1. Unless otherwise approved in advance by the CPC, cement **must** have a minimum density of 15.6 pg and **must** be set through tubing by the balance plug method after establishing circulation of fluids with fresh water or mud and circulating one times the capacity of the casing to the surface or until clear fluids return or until sufficient mud density is apparent.

C. The Contractor **shall** remove, collect, and dispose of all fluids and debris produced from the wells in accordance with applicable laws, rules, and regulations, including without limitation:

1. Waste fluids
2. Oily debris (e.g., rocks, wood, etc. contaminated with oil)
3. Metal products produced as a result of the Contractor's work on the well

D. All fluids and debris removed and collected **must** be disposed of outside of the site.

E. Upon prior written approval of the CPM, casing may be recovered, if applicable, from the well(s).

1. The Contractor **shall** remove all recovered casing, wellbore tubulars and surface production equipment from the site for an agreed upon salvage value between AOGC and the Contractor.
    a. The value, if any, **shall** be deducted from the final amount paid to the Contractor for plugging of the well.
    b. If an agreed upon salvage value cannot be obtained, a reasonable amount will be determined by the AOGC after the Contractor provides two (2) independent salvage value estimates from commercial salvage oil and gas production equipment dealers approved by the AOGC.
    c. AOGC will use the highest of the salvage value estimates.

2.6 SITE RESTORATION AND CLEAN-UP

A. The Contractor **shall** remove all plugging equipment, temporary utilities, left over materials, and all other temporary facilities from the site and restore and/or repair any pre-existing facilities (culverts, fences, gates, cattle guards, etc.) moved or damaged.

B. The Contractor **shall** remove all well related production equipment and restore site as follows:

1. Collect and remove all wellbore fluids generated during plugging the well.
2. Backfill all excavations and grade well site to appropriate grade for the area.
3. Remove all salvageable equipment, including tanks and other related production equipment if applicable.
    a. The Contractor **shall** remove all salvageable equipment from the site for an agreed upon salvage value between AOGC and the Contractor.
    b. The value, if any, **shall** be deducted from the final amount paid to the Contractor for plugging of the well and remediation of the well site.
    c. If an agreed upon salvage value cannot be obtained, a reasonable amount **shall** be determined by the AOGC after the Contractor provides two (2) independent salvage value estimates from commercial salvage oil and gas production equipment dealers approved by the AOGC.
    d. AOGC will use the highest of the salvage value estimates.
4. Remove all oil field debris, if applicable.
5. Dispose of all non-salvageable removed production equipment or debris in a manner compliant with local, state, and federal regulations.

C. The Contractor **shall** include the disking and tilling of the impacted soil in the area of the well plugging and site remediation activity to a minimum depth of six (6) inches to incorporate native soil.

1. When all impacted soil has been properly mixed and aerated, the Contractor **shall** spread the fertilizer at a rate of 150 lbs. per 10,000 sq. ft. (100 ft. by 100 ft. area).

2. Fertilizer should be a 4:1:1 blend of Nitrogen, Phosphorus and Potassium.

    a. This may be accomplished using a balanced fertilizer (13-13-13) with a Nitrogen fertilizer (Ammonium Nitrate 33-0-0).

3. The Contractor **shall** seed the impacted area with appropriate grass seed for the time of year.

4. Whenever deemed necessary, and as directed by the CPC, the Contractor **shall** take additional measures required to prevent erosion.

D. The Contractor **shall** complete all other work additionally specified by the CPM or CPC.

2.7 PERFORMANCE STANDARDS

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor must meet in order to avoid assessment of damages.

B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.

C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.

D. All changes made to the Performance Standards will become an official part of the contract.

E. Performance Standards will continue throughout the aggregate term of the contract.

F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor shall follow the direction of the State agency regarding the required compensation process.

SECTION 3 – SELECTION

3.1 INITIAL QUALIFICATION PROCESS

A. TSS OSP will review each *Response Packet* to verify Submission Requirements have been met.

1. Responses that do not meet Submission Requirements will be rejected and will not be subject to further review.

B. Prospective Contractors determined to have submitted responses that meet the Requirements as listed in this RFQ will be included on the resulting QVL.

C. Once the anticipated Qualified Vendors have been determined, the anticipated awards will be posted to the Solicitation posting in ARBuy by the date and time listed in Section 1.4, Table A.

1. It is the responsibility of Prospective Contractors to check the ARBuy website.

D. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.

3.2 QUALIFICATION AFTER THE INITIAL SUBMISSION DEADLINE

A. Prospective Contractors interested in being listed on the QVL after the initial submission deadline may submit a response to this RFQ at any time the RFQ remains open-ended.

B. Responses submitted for consideration as stated in the RFQ will be evaluated.

C. Prospective Contractors determined to have submitted responses that meet the Requirements as listed in this RFQ will be included on the resulting QVL.

D. The state shall have the right to close/end this Bid Solicitation for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.

3.3 ISSUANCE OF A CONTRACT

A. The Department will be responsible for award and administration of a resulting contract.

1. All resulting contracts **shall** be subject to State approval processes which may include Legislative review.

B. The Department will initiate contact for services with each qualified contractor based on the process outline in RFQ Section 1.3.

C. Contractors **shall** comply with all terms and conditions contained herein.

3.4 QUALIFIED VENDOR LIST ADMINISTRATION

A. AOGC will administer the resulting QVL. Each term prior to the expiration date of the QVL, and at the Commission's discretion, AOGC will send a renewal notification to each Qualified Vendor listed on the QVL.

1. AOGC will send the renewal notification using the email address submitted with the Prospective Contractor's *Response Packet* or using an updated email as provided by the Qualified Vendor during the term(s) of the QVL.

2. The renewal notification will contain requests for information the Qualified Vendor **shall** provide by the deadline specified in the renewal.

3. Should the Qualified Vendor fail to provide the required information by the deadline stated in the renewal notice, the Qualified Vendor will not be included on the renewed QVL.

B. Throughout the term(s) of the resulting QVL, the Qualified Vendor **shall** provide AOGC with immediate, written notification regarding changes in contact information including but not limited to names, email addresses, and phone numbers.

3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF QUALIFICATION PROCESS

The submission of a *Response Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the qualification process.

SECTION 4 – SOLICITATION TERMS AND CONDITIONS

4.1 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).

1. Responses submitted by Prospective Contractors determined to be non-responsible will be rejected.

B. A single Prospective Contractor **must** be identified as the prime contractor.

1. A joint response submitted by two (2) or more Prospective Contractors is acceptable.

2. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

3. The AOGC reserves the right to interview and approve subcontractors and to require prime Contractors to replace subcontractors who are found to be unacceptable on any contract resulting from this RFQ.

4. If any part of the work is to be subcontracted, in order to perform the project, the Contractor **shall** provide AOGC a list of subcontractors, that **must** include:

   a. Firm name and address

   b. Contact person

   c. Complete description of work to be subcontracted

   d. Descriptive information concerning subcontractor's organizational activities

5. The Contractor **shall** give the AOGC immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor which, in the opinion of the Contractor, may result in litigation related in any way to any contract resulting from this RFQ or the State.

C. By submission of a response, the Prospective Contractor represents and warrants:

1. That any prices in the response have been arrived at independently, without any collusion with another competing Prospective Contractor.

   a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).

2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.

D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.

E. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

F. The State will not pay costs incurred in the preparation of a response.

4.2 GENERAL TERMS AND CONDITIONS

A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting ark.org/vendor/index and clicking the *Start Here* button.

B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit.

   1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.

   2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.

   3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.

C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:

   1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),

   2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).

D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).

E. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:

   1. Remain property of the State.

   2. Be kept confidential as permitted or required by law.

   3. Be used only as expressly authorized.

   4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.

   5. The Contractor **shall** properly identify items being returned.

F. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).

   1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.

   2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.

   3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.

G. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

H. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).

I. This RFQ incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found here)

1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.

2. A Prospective Contractor's response may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFQ.

J. Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.

1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

4.3 MINORITY AND WOMEN-OWNED BUSINESS

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page.*

4.4 PROPRIETARY INFORMATION

A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).

B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).

C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.

E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a response as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having

received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.

G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.

I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

RESPONSE PACKET
S000000400
Well Plugging Services

RESPONSE SIGNATURE PAGE

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:					
Address:					
City:		State:		Zip Code:	
Minority or Women-Owned Designation *See* the *Minority and Women-Owned Business* section of the Solicitation.		☐ Not Applicable		AR Certification #: _____	

PROSPECTIVE CONTRACTOR CONTACT INFORMATION *Provide contact information to be used for Solicitation related matters.*			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY

☐ YES, a redacted copy of submission documents is enclosed.
☐ NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, except for financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See the *Proprietary Information* section of the Solicitation.

REQUIRED CERTIFICATIONS

By signing and submitting a response to this Solicitation, Prospective Contractor represents, warrants, and certifies that they are not a Scrutinized Company, and they do not currently and shall not for the aggregate term of a resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a contractor.

Prospective Contractor further represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this Solicitation.

An official authorized to bind the Prospective Contractor to a resultant contract **shall** sign below. The signature below signifies agreement that any exception that conflicts with a Requirement of this Solicitation may cause the Prospective Contractor's proposal to be rejected.

Authorized Signature: _____ **Title:** _____

Printed/Typed Name: _____ **Date:** _____

SUBMISSION REQUIREMENTS CHECKLIST

The following items **must** be submitted with the Prospective Contractor's response*:*

- ☐ *Response Signature Page*
- ☐ *Recommended Options Form*
- ☐ *Proposed Subcontractors Form*
- ☐ *Statement of Qualifications*
  - *Experience* (15 pages or less)
  - *Project Mobilization Response* (2 pages or less)
- ☐ *Proof of general liability insurance of at least $1,000,000*
- ☐ Copy of Prospective Contractor's *Equal Opportunity Policy*

The following items, which must be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:

- ☐ EO 98-04: *Contract and Grant Disclosure Form*

The following items should be submitted with the Prospective Contractor's proposal, if applicable:

- ☐ Redacted copy of the submission documents

RECOMMENDED OPTIONS FORM

Prospective Contractors should identify optional recommended services available to the State, along with the schedule impact and cost details of each item. If the Prospective Contractor does not offer optional recommended services, Prospective Contractor should indicate so by checking the appropriate box. Responses to this form *will not* be scored for evaluation purposes.

Costs associated with the optional recommended services **must** be included on this form.

Prospective Contractor proposes the following optional recommended services under a resulting contract:

Item Description:	
How Will This Add Value?	
Schedule Impact:	
Cost Details:	

Item Description:	
How Will This Add Value?	
Schedule Impact:	
Cost Details:	

Item Description:	
How Will This Add Value?	
Schedule Impact:	
Cost Details:	

Item Description:	
How Will This Add Value?	
Schedule Impact:	
Cost Details:	

Item Description:	
How Will This Add Value?	
Schedule Impact:	
Cost Details:	

Item Description:	
How Will This Add Value?	
Schedule Impact:	
Cost Details:	

☐ **Prospective Contractor does not offer optional recommended services.**

PROPOSED SUBCONTRACTORS FORM

Prospective Contractors **shall** complete the form for all subcontractors the Prospective Contractor proposes to use under a resulting contract (*Services Contract (SRV-1) Fillable Form*). If the Prospective Contractor does not intend to use subcontractor(s), Prospective Contractor should indicate so by checking the appropriate box.

Prospective Contractors should not include additional information relating to subcontractors on this form or as an attachment to this form.

Prospective Contractor proposes to use the following subcontractor(s) under a resulting contract:

SUBCONTRACTOR'S COMPANY NAME	STREET ADDRESS	CITY, STATE, ZIP

☐ **Prospective Contractor does not propose to use subcontractors under a resulting contract.**

STATEMENT OF QUALIFICATIONS – EXPERIENCE

Using this template, Prospective Contractors **shall** list at least twenty-five (25) previous well plugging's in the State of Arkansas. Prospective Contractors should include work activities for each project that demonstrate the minimum qualifications specified in RFQ Section 2.1. Prospective Contractors **shall not** exceed the 15-page limit for this subsection.

1: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

2: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

3: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

4: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

5: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

6: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

7: Name of Well Plugging		**Location**	
Supervisor			

Project Description	

8: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

9: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

10: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

11: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

12: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

13: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

14: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

15: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

16: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

17: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

18: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

19: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

20: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

21: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

22: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

23: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

24: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

25: Name of Well Plugging		**Location**	
Supervisor			
Project Description			

STATEMENT OF QUALIFICATIONS – PROJECT MOBILIZATION RESPONSE

Using this template, Prospective Contractors should include a narrative to address and provide a detailed plan for how your organization will make available sufficient personnel resources to work and to maintain the necessary performance levels proposed using the requirements outlined in the Solicitation. Include a detailed plan for how your organization will commence work within thirty (30) days after notification of a project award and a detailed plan for commencing work within forty-eight (48) hours after notification of an emergency project award, such as a leaking oil and gas production well.

This subsection will not be scored; however, responses **must** meet the Commissions needs and the RFQ requirements. Prospective Contractors **shall not** exceed the two-page limit for this subsection.

Prospective Contractors may delete the instructions above.