

**BID FORM**

**TO: STATE OIL AND GAS BOARD**  
Attention: Morris Welch  
500 Greymont Ave., Suite E  
Jackson, MS 39202

**SUBJECT: Bid Package 2020-2: Contract Plugging of Wells in Simpson County, Mississippi**

Gentlemen:

Having carefully examined the Specifications For Contract Plugging Orphan Wells and being familiar with all conditions which may affect this work, the undersigned proposes to furnish all labor, material, tools, supplies, equipment, appurtenances, and liability necessary for complete and satisfactory plugging and abandonment of the above mentioned well(s) for the turnkey sum, including charges for special services and equipment that is required due to unanticipated downhole problems not included in the approved plugging procedure.

**SCHEDULE OF PRICES**

Turnkey price for preparing location, moving in the rig and auxiliary equipment, rigging up and setting equipment, nippleing up onto the well(s), services and equipment required to accomplish all work set out in the plugging procedure (such as rig and crew costs, cementing and bridge plug costs, pressure testing, perforating, cutting casing below plow depth, welding steel cap on well), rigging down and moving out and restoring location, including filling and leveling hole dug to cut casings, removing all equipment from well site that was associated with the well operation and leveling/smoothing of all containment berms and firewalls.

**List of wells included in Turnkey Bid:** (A dollar amount must be entered for each well. A "Lump Sum" bid is not permitted.)

**Simpson County**

C M Wells "A" No. 1	\$ _____
Wells "B" No. 1	\$ _____
Wells C No. 2	\$ _____
C M Wells No. 2	\$ _____
Womack "C" No. 2	\$ _____

**TOTAL** \$ \_\_\_\_\_

**PROCUREMENT REGULATIONS.** *The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.*

**REPRESENTATION REGARDING CONTINGENT FEES.** *The Contractor represents that it has not retained a person to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.*

**REPRESENTATION REGARDING GRATUITIES.** *The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.*

**ACKNOWLEDGMENT OF AMENDMENTS.** *Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form below, or by letter. The acknowledgment must be received by the MSOGB by the time and at the place specified for receipt of bids.*

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.** *The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid*

**E-VERIFICATION.** *If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:*

- (1) *termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;*
- (2) *the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both.*
- (3) *In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.*

**APPLICABLE LAW.** *The resulting contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.*

**AVAILABILITY OF FUNDS.** *It is expressly understood and agreed that the obligation of the MSOGB to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MSOGB, the MSOGB shall have the*

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right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MSOGB of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**E-PAYMENT.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated §31-7-301 et seq..

**PAYMODE.** Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**COMPLIANCE WITH LAWS.** Contractor understands that the MSOGB is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

**OFFICE CLOSURE STATEMENT.** If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire earthquakes, floods, or other natural disasters, (the "Force Majeure Events), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

**STOP WORK ORDER.** (1) Order to Stop Work: The Chief Procurement Officer, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any

further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Contractor's properly

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allocable to, the performance of any part of this contract; and,

(b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

**TRANSPARENCY.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. § 25-61-1 et seq., and Miss. Code Ann. § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. § 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**DEBRIEFING REQUEST.** A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the Director of the MSOGB within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Director of the MSOGB in writing and identify its attorney by name, address, and telephone number. The MSOGB will schedule and/or suspend and reschedule the meeting at a time when Representative of the Office of the Mississippi Attorney General can be present.

Company Name of Bidder: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Is Company Bonded with Oil and Gas Board (Y/N)? \_\_\_\_\_

If Yes, Amount \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Position held \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF AMENDMENTS TO BID SOLICITATION, IF ANY**

AMENDMENT NUMBER

DATE

\_\_\_\_\_

\_\_\_\_\_

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**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING  
CONTINGENT FEES.**

The prospective contractor represents as a part of such Contractor's bid or proposal that such contractor has/has not (circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Name of Contractor