

## **INVITATION FOR BIDS**

IFB RFx Number: 3160005880

Orphaned Well Plugging Contractor to Assist the State Oil and Gas Board with the Plugging of Orphaned Wells Pursuant to the Infrastructure Investment and Jobs Act's (IIJA) Orphan Well Program

Issue Date: May 12, 2023

## **CLOSING TIME AND DATE**

Bids must be received by:  
2:30 PM CST, June 2, 2023

## **CLOSING LOCATION**

Mississippi State Oil & Gas Board  
500 Greymont Avenue, Suite E  
Jackson, Mississippi 39202

## **BID COORDINATOR**

Dianne Rayfield, Deputy Administrator  
Telephone: (601) 576-4917  
E-mail: [drayfield@ogb.state.ms.us](mailto:drayfield@ogb.state.ms.us)

## **GENERAL INSTRUCTIONS**

### **Section 1 – Background, Authority, and Purpose**

The Infrastructure Investment and Jobs Act (the “IIJA”) was signed into law on November 15, 2021. The IIJA is a once-in-a generation investment in our Nation’s infrastructure and competitiveness. Among its many goals are addressing issues associated with climate change and other environmental issues, and investing in communities throughout the United States. To help achieve these goals, Section 40601 of the IIJA established the Orphaned Well Site Plugging, Remediation, and Restoration Program (the “Orphan Well Program”) which includes a Federal program for addressing orphaned wells on Federal Land and a grant program for State and Tribes to establish or grow and manage their own orphaned well plugging, remediation and restoration programs. Orphaned wells, either plugged or improperly plugged, can leak methane and other harmful air pollutants into the atmosphere, leach contaminants into surrounding lands and waters, create safety hazards on the ground, and prevent lands from being used for recreation or other productive purposes. Addressing the environmental harms caused by orphaned wells requires the cooperation and collaboration of numerous agencies across the whole of government. The Orphan Well Program is being developed and implemented in partnership with the Department of Interior (DOI), the U.S. Department of Agriculture (USDA), the Department of Energy (DOE), the Environmental Protection Agency (EPA), and the Interstate Oil and Gas Compact Commission (IOGCC), in collaboration and partnership with IOGCC member states to include the State of Mississippi. The IIJA’s Orphan Well Program established Federal funding in the form of grants for States to grow and manage their own orphan well plugging, remediation, and restoration programs (the “State Grant Program”). The State Grant Program consists of Initial, Formula, and Performance grants. Funding allocations are determined using data pertaining to job losses within the Oil & Gas Industry, the number of documented orphaned oil and gas wells within the state, and the estimated cost of restoring and remediating each of these orphaned well sites.

Pursuant to MS Code Ann. §53-1-17, the State Oil and Gas Board (MSOGB) has jurisdiction and authority over all persons and property necessary to enforce effectively the provisions of this chapter and all other laws relating to the conservation of oil and gas. Part of the MSOGB’s authority with respect to the conservation laws of the State of Mississippi extends to ensuring the proper plugging of orphaned and abandoned oil and gas wells. An orphaned well is any oil or gas well, including Class II wells, that has not been properly plugged according to the requirements of the statutes, rules and regulations governing same and for which a responsible party such as an owner or operator cannot be located or for which, for whatever reason, there is no other party that can be forced to plug the well. The MSOGB is provided with the authority to require that the plugging of wells be done in such a manner as to prevent the escape of oil or gas out of one stratum to another, and to prevent the intrusion of water into an oil or gas stratum from a separate stratum. The MSOGB is tasked with preventing the pollution of freshwater supplies by oil, gas or saltwater and is further provided with the authority to prevent waste as so defined.

The MSOGB has been awarded a small-scale Initial Grant for funds which will be used to plug, restore and reclaim orphaned wells and well sites within the State of Mississippi. The MSOGB is seeking to retain, on a contract basis, an Orphaned Well Plugging Contractor (referred to herein as “Contractor”) who will plug, remediate, restore and reclaim orphaned oil and gas wells and well sites located throughout the State of Mississippi. The orphaned wells and associated well sites to be plugged or otherwise restored pursuant to this IFB are detailed on **Exhibit “A”** attached hereto. Details pertaining to the proposed Scope of Work pertaining to RFx IFB 3160005880 are included below and Specifications for Contract Plugging of Orphaned Wells are attached hereto as **Exhibit “B”**. The Contractor should have a knowledge and familiarity with the IJIA and the Orphan Well Program established thereunder, in addition to the conservation laws of the State of Mississippi. A qualified Contractor should possess expertise in providing the required services. Said Contractor must be able to work alongside the MSOGB and its other contractors. Furthermore, the Contractor should be qualified to do business in the State of Mississippi.

A Bid Cover Sheet (Attachment “A”) and Bid Form (Attachment “B”) are also enclosed. **All bids should be accompanied by the proposed plugging and/or remediation procedures for each well and/or well site.** The MSOGB records may or may not reflect the present condition of the wells. Although every effort was made to include a copy of all useful well data, a copy of the well file for each well can be obtained at the MSOGB office in Jackson, Mississippi upon request at the normal fee for reproduction. Reference to IFB RFx 3160005880 will help expedite any such request.

## **Section 2 – Timeline**

- Invitation for Bid Issue Date: **May 12, 2023**
- Questions and Requests for Clarification to MSOGB Deadline: **May 26, 2023, 4:00 PM CST**
- Optional Pre-Bid Tour or Site Visit Deadline: **May 26, 2023 4:00 PM CST**
- Anticipated Posting of Written Answers to Questions: **May 30, 2023 4:00 PM CST**
- Anticipated Posting of Summary of the Optional Pre-Bid Tour or Site Visit: **May 30, 2023 4:00 PM CST**
- Bid Package Submission Deadline: **June 2, 2023, 2:30 PM CST**
- Bid Opening: **June 2, 2023, 2:30 PM CST**
- Anticipated Date of the Notice of Intent to Award: **June 15, 2023, 1:00 PM CST**
- Anticipated Post-Award Debriefing Request Due Date: **June 19, 2023, 4:00 PM CST**
- Anticipated Post-Award Debriefing Held By Date: **June 21, 2023, 4:00 PM CST**
- Anticipated Protest Deadline Date: **June 22, 2023, 4:00 PM CST**

## **Section 3 – Contact and Questions/Requests for Clarification**

**3.1** Bidders must carefully review this solicitation, risk management provisions, exhibits and all attachments for defects, questionable, or objectionable material. Following review, bidders may have questions to clarify or interpret the IFB in order to submit the best bid possible.

To accommodate the questions and requests for clarifications, bidders shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Dianne Rayfield, Deputy Administrator  
Telephone: (601) 576-4917  
E-mail: [drayfield@ogb.state.ms.us](mailto:drayfield@ogb.state.ms.us)

- 3.2** Bidders should enter “IFB RFx Number 3160005880 - Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	<b>IFB Section, Page Number</b>	<b>Bidder Question/Request for Clarification</b>
1.		

- 3.3** Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the IFB by the date and time reflected in Section 2.
- 3.4** The MSOGB will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the MSOGB as an IFB amendment. Bidders are cautioned that any statements made by agency personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
- 3.5** All bidder communications regarding this IFB must be directed to the designated MSOGB representative or his/her designee. Unauthorized contact regarding the IFB with other employees of the MSOGB may result in the bidder being disqualified, and the bidder may also be suspended or disbarred from the State.
- 3.6** Information needed pertaining to the Scope of Work provided below or the projects to be addressed pursuant to IFB RFx 3160005880 should be directed to Morris Welch, Compliance Inspector Team Lead, at (601) 576-4925 (office) or (601) 543-5176 (cell), or via email at [mwelch@ogb.state.ms.us](mailto:mwelch@ogb.state.ms.us).
- 3.7 Acknowledgement of Amendments:** Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of bids. It

is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

**3.8** Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

**3.9** The IFB is comprised of the base IFB document, any exhibits, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

#### **Section 4 – Scope of Work (See also Exhibit “B” attached hereto)**

**4.1** In addition to those requirements and responsibilities set out on Exhibit “B” attached hereto, Contractor shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- 4.1.1** Plug, remediate, restore and reclaim orphaned oil or gas wells located within the State of Mississippi in accordance with the rules and regulations of the MSOGB and the IJJA's Orphan Well Program, the State Grant Program provided for thereunder, and the Specifications for Contract Plugging of Orphan Wells attached hereto as Exhibit “B”.
- 4.1.2** Contractor will furnish all labor, equipment, materials, transportation, communication, scaffolding, hoisting, supervision, coordination, permits, sales taxes, shop drawings, and samples necessary to timely complete in a workmanlike manner the work more particularly described on the specifications for the plugging of the referenced wells, a copy of which is attached hereto as Exhibit “B” and incorporated fully herein and made a part hereof by reference for all purposes.
- 4.1.3** Issue notice to a landowner within fifteen (15) days prior to entry upon land for operations related to the Orphan Well Program.
- 4.1.4** Contractor will coordinate with any engineer, methane monitoring company or other MSOGB contractors as specified by the MSOGB to ensure proper sequencing of Work.
- 4.1.5** Contractor will assess and report to MSOGB any environmental hazards and/or contamination within twenty-four (24) hours of identification of same.

- 4.1.6** Contractor will support and assist the MSOGB in the fulfillment of any and all Federal requirements, including but not limited to reporting, documenting, outreach, DBE participation and/or accounting needs.

**4.2** The Contractor acknowledges the following:

- 4.2.1** All work completed pursuant to this IFB must be completed in accordance with the Orphan Well Program and the State Grant Program provided for thereunder. **It is the Contractor's responsibility to be familiar with the terms and provisions of the Orphan Well Program, to include all parts and subparts and other related laws and acts pertinent thereto.**
- 4.2.2** Assign a Contractor Account Representative to work directly with the MSOGB.
- 4.2.3** All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products on or within state property or facilities is prohibited.
- 4.2.4** It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- 4.2.5** The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- 4.2.6** Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- 4.2.7** Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.

- 4.2.8** Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the MSOGB's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

Perform all services provided in the contract between the Contractor and the MSOGB in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

- 4.2.9** As the orphaned well plugging expert assigned to the project, Contractor shall perform plugging services in accordance with customary and reasonable industry standards applicable to an expert of like experience. The Contractor shall be responsible for plugging and abandonment; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only expert practices are to prevail and that only first quality materials and workmanship are to be used.

- 4.2.10** Perform any and all reporting, data collection, accounting, audit, and/or documentation in a form and format acceptable to MSOGB which MSOGB shall require in the furtherance of the project and/or in compliance with any and all State and/or Federal requirements.

**4.3** Contractors shall also:

- 4.3.1** Administer and maintain all employment and certified payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees;
- 4.3.2** Provide a baseline man loaded schedule with quantities to be completed of anticipated tasks in accordance with Attachment H and to be updated weekly with completed quantities and earned percent complete;

- 4.3.3** Provide a detailed estimate breakdown in the MS Excel Template, provided with Attachment H, that correlates with the baseline schedule;
- 4.3.4** Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;
- 4.3.5** Perform a background check and/or drug screening prior to placement if requested by the MSOGB and verify and/or provide the results; and,
- 4.3.6** Replace immediately, at no additional expense to the MSOGB, any employee not performing satisfactorily.

## **Section 5 - Basis for Award**

- 5.1** All bids will be reviewed first to determine whether a bidder is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score, but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the MSOGB's designated representative may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.
- 5.2** The MSOGB has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the agency to properly evaluate the bid, the agency has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 5.3** All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.
- 5.4** The MSOGB intends to award one (1) contract to provide the services described in this IFB.
- 5.5** The MSOGB shall determine the best acceptable bid based on the lowest cost evaluation, best value, qualifications, methodology, maximum capacity, and/or past experience of the Contractor.



## Section 6 – Minimum Bidder Qualifications

The vendor must have:

**6.1 Prior Experience:** Contractor must be qualified to do business in the State of Mississippi. Prior experience working with a state agency is preferred. Contractor must have experience in emergency response and management, environmental response and management, risk assessment and safety, among other responsibilities, with an emphasis on those matters as they pertain to the plugging of orphaned wells and remediation of the sites on which those wells exist. Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of five (5) years.

**6.2 Required Certification, Accreditation, and/or Licenses:** Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the agency no later than ten days after Contractor receives the Notice of Intent to Award from the agency. Current notarized copies of licenses and certificates shall be provided to the agency within twenty-four hours (24) of demand at any time during the contract term. Contractor must possess and maintain the minimum vendor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:

1. A business license valid in the State of Mississippi.

**The Contractor, either directly or through their subcontractors, must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Contractor shall remain responsible for contract performance regardless of subcontractor participation in the work.**

**6.3 Budget:** Bidder's estimated proposed budget for the completion of the services contemplated pursuant to this IFB should provide a plugging and remediation estimate for each well or well site listed on Exhibit "A" attached hereto.

**6.4** The bidder may be required before the award of any contract to show to the complete satisfaction of the MSOGB that it has the necessary facilities, ability, and financial resources to provide the services specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the MSOGB in regard to the bidder's qualifications. The MSOGB may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the MSOGB all information for this purpose that may be requested. The MSOGB reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the MSOGB that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. the ability, capacity, skill, and financial resources to perform the work or provide the services required;
2. the ability of the bidder to perform the work or provide the services promptly or within the time specified, without delay or interference;
3. the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and,
4. the quality of performance of previous contracts or services.

## **Section 7 – Duration**

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about July 1, 2023 and to end one (1) year from the date of execution of the Contract.

## **Section 8 – Bid Submission Requirements**

### **8.1 Submission Format**

#### **8.1.1 Bid Cover Sheet (Attachment A)**

**8.1.2 Bid Form (Attachment B)** - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in bidder being determined nonresponsive.

**8.1.3 References (Attachment C)** - each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MSOGB staff will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. MSOGB staff will not track down references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **MSOGB staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the MSOGB staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** Only bidders who are found responsive and/or responsible will have their bids considered. Bidder may submit as many references as desired. MSOGB staff will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

**8.1.4 Attachment H - Baseline Schedule** – Each bidder must furnish a baseline man loaded schedule with quantities to be completed of anticipated tasks in accordance with **Attachment H**.

**8.1.5 Attachment H - Estimate Breakdown** – Each bidder must furnish a detailed estimate breakdown in the MS Excel Template

## **8.2 Submission Requirements**

**8.2.1** The signed original bid package, and one (1) copy of the signed original bid package, and one (1) electronic copy (on CD, DVD or flash drive) of the bid package, should be submitted in a sealed envelope or package to 500 Greymont Avenue, Suite E, Jackson, Mississippi 39202 no later than the time and date specified for receipt of bids set out above. The electronic files shall not be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. (Also see, 8.2.2 and 8.2.3)

**8.2.2** The sealed envelope or package shall be marked with the bid opening date and time (June 2, 2023; 2:30 PM CST) and the number of the invitation for bids (IFB RFX Number 3160005880). Bids are subject to rejection unless submitted with the information included on the outside of the sealed bid envelope or package.

**8.2.3** Sealed bids should be mailed or hand-delivered to and labeled as follows:

IFB for Orphaned Well Plugging Contractor – IJJA Orphaned Well Plugging Project  
IFB RFX Number 3160005880

Opening Date: 2:30 PM CST, June 2, 2023.

Mississippi State Oil and Gas Board

Attention: Dianne Rayfield, Deputy Administrator

500 Greymont Avenue, Suite E

Jackson, Mississippi 39202

SEALED BID – DO NOT OPEN

**8.2.4** All bid packages must be received by the agency no later than 2:30 PM CST, June 2, 2023. Bids submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a bid is mailed to the agency, it should be posted in certified mail with a return receipt requested. The MSOGB will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay, whether delivered by hand, U.S. Postal Service, courier or other delivery service or method, is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.

- 8.2.5** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by the agency that the late receipt was due solely to mishandling by the agency after receipt at the specified address.
- 8.2.6** The time and date of receipt will be indicated on the sealed bid envelope or package by MSOGB staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.
- 8.2.7** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 8.2.8** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** The MSOGB reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.9** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment G**. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment E and F** of this IFB.
- 8.2.10** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The MSOGB reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.11** As a precondition to bid acceptance, the MSOGB may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

**8.2.12** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

## **Section 9 – Bidder Certification**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

## **Section 10 – Debarment**

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

## **Section 11 – Registration with Mississippi Secretary of State**

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the agency that it has been selected for contract award.

## **Section 12 – Bid Opening**

Bid opening will be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

## **Section 13 – Award Notification**

Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://www.ogb.state.ms.us>. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders.

## **Section 14 – Procurement Methodology**

### **14.1 Restrictions on Communications with Agency and Agency Staff**

At no time shall any bidder or its personnel contact, or attempt to contact, any agency staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

## **14.2 Bidder Investigations**

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the agency upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

## **14.3 Expenses Incurred in Preparing Bid**

The MSOGB accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

## **14.4 Independent Price Determination**

By submitting a bid, 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. The prices quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required labor and supervision; all required training; all required business and professional licenses, certifications, fees, or permits; and, any and all other costs. All pricing should include all associated costs with no additional or hidden fees.

## **14.5 Rejection of Bids**

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. The MSOGB reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

#### **14.6 Withdrawal of Bids**

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith;
- (2) The price bid is substantially lower than those of other bidders because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the MSOGB of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the agency all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the MSOGB. No explanation is required.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

#### **14.7 Post-Award Bidder Debriefing**

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

For additional information regarding post-award bidder debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07 of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

#### **14.8 Protests**

Any actual or prospective bidder who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with the Dianne Rayfield, Deputy Administrator. The protest shall be submitted within seven (7) calendar days of notification of the contract award or on or before 4:00 PM CST, June 22, 2023, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Dianne Rayfield, Deputy Administrator, via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after 4:00 PM CST, June 22, 2023, will not be considered.

#### **Section 15 – Required Contract Terms and Conditions**

Any contract entered into with the MSOGB pursuant to this IFB shall have the required clauses found in Attachment E and those required by the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these required clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

#### **Section 16 – Optional Contract Terms and Conditions**

Any contract entered into with the MSOGB pursuant this IFB may include, at the discretion of the MSOGB, the optional clauses found in Attachment F and those within the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The MSOGB discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.



### **Section 17 – Agency Website**

This IFB, questions and answers concerning this IFB, and the Notice of Intent To Award will be posted on the agency website at <http://www.ogb.state.ms.us> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

### **Section 18 – Exhibits/Attachments**

The exhibits and attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

**EXHIBIT "A"**

**SCHEDULE OF ORPHANED OIL AND GAS WELLS TO BE PLUGGED PURSUANT TO THE  
INFRASTRUCTURE INVESTMENT AND JOBS ACT'S (IIJA) ORPHAN WELL SITE PLUGGING,  
REMEDICATION, AND RESTORATION PROGRAM (ORPHAN WELL PROGRAM)**

Amite County, MS

Parker Angus Farms No. 1 Well (API # 2300520117)  
Section 24, Township 3 North, Range 6 East

Franklin County, MS

U.S.A. 2-5C No. 1 Well (API # 2303720676)  
Section 2, Township 5 North, Range 2 East

Jefferson Davis County, MS

GGU 119 No. 1 Well (API # 2306520029)  
Section 35, Township 9 North, Range 19 West

ET Daughdrill No. 1 Well (API # 23-065-00015)  
Section 33, Township 9 North, Range 19 West

Marion County, MS

Hub Gas Unit 29-5 (API # 2309120293)  
Section 29, Township 2 North, Range 14 East

Pearl River County, MS

Pistol Ridge WWS No. 2 Well (API # 2310900073)  
Section 3, Township 1 South, Range 14 West

Yazoo County, MS

Pingrey Slack 21-7 No. 1 Well (API # 2316320478)  
Wildcat, Section 21, Township 12 North, Range 2 East

**EXHIBIT "B"**

**IFB for the Plugging of Orphaned Oil and Gas Wells  
IFB RFx Number 3160005880**

**Specifications for Contract Plugging of Orphaned Wells**

1. These specifications are for the plugging of orphaned wells within the State of Mississippi. These wells must be plugged in accordance with the Infrastructure Investment and Jobs Act (the "IIJA") and the Orphaned Well Site Plugging, Remediation, and Restoration Program (the "Orphan Well Program") created thereunder, in addition to the Statewide Rules and Regulations of the State Oil and Gas Board ("MSOGB").
2. Upon being awarded a contract, Contractor shall provide the MSOGB with a performance bond executed by a surety company authorized to do business in the State of Mississippi or a letter of credit in a form suitable to the MSOGB in a sum of not less than \$50,000.00, conditioned upon the faithful and prompt performance and completion of the work specified in the contract.
3. Contractor must submit to MSOGB a written schedule detailing the estimated time of completion of the plugging projects contemplated by IFB RFx 3160005880. Said written schedule must include estimated start and completion dates for the project.
4. Contractor must submit to the MSOGB an individual plugging plan, including a written plugging procedure, for each well listed on Exhibit "A" along with the Contractor's bid amount for each well and a total amount for all of the work to be performed pursuant to IFB RFx 3160005880.
5. Contractor's plugging plan for each well must be approved by the MSOGB before any works begins pursuant to IFB RFx 3160005880. Contractor must comply with all applicable Federal and State statutes, rules and regulations, including those regarding the filing of forms.
6. Contractor will begin the work of plugging the wells within thirty (30) days of being notified by the MSOGB to proceed. All work must be completed within one (1) year from the date of execution of the contract executed pursuant to IFB RFx 3160005880.
7. Contractor acknowledges that all pipe and cementing work will be done during a five (5) day work week with a representative of the MSOGB on location to witness said work. Contractor acknowledges that the MSOGB must approve any changes in the approved plugging plan necessitated by unexpected well problems. The Contractor shall notify the MSOGB's designated representative at least forty-eight (48) hours prior to beginning any pipe or cementing work so that witnessing arrangements can be made.

8. Contractor will be responsible for gaining and preparing access to the well site as may be required and the cost of gaining and preparing such access shall be included in any bid.
9. Bid specifications require an absolute turnkey bid. It is the Bidder's responsibility to schedule a Pre-Bid Tour or Site Visit prior to the date set forth in Section 2 above. A change order may be allowed with respect to technical procedures involving the plugging of an orphaned well; however, said change order shall not increase the amount of the bidder's bid proposal to plug a specific well.
10. Bid Specifications now contain the requirement that the Contractor remove and dispose of all liquids contained in the production vessels and equipment associated with each well that is being plugged. Pumping these fluids back into the well prior to plugging is an acceptable option, so long as said fluids are pumped into the same formation from which they were generated. Alternatively, these fluids may be mixed with mud and placed in between the cement plugs below the base of the USDW, so long as the well has demonstrated mechanical integrity. This alternative option only applies to oil and gas wells.
11. On all wells being plugged, when tubing is to be pulled from the well, all proper and necessary precautions shall be taken for keeping the well under control including the use of blowout preventers (BOPs) and auxiliary equipment. Testing of BOPs will be done according to Testing Requirements of MSOGB Rule 13 (Blowout Preventers and Well Control). It is the responsibility of the Contractor to maintain control of the well at all times.
12. Plugging specifications for a production well now require a 100 foot cement plug at the base of the USDW, inside the casing only, and verification of the plug by tagging. A 200 foot plug may be set in lieu of tagging. However, all plugging operations will be in strict compliance with the all applicable local, State, and/or Federal regulations governing same.
13. With respect to plugging an orphan well where it is reasonably expected that Hydrogen Sulfide (H<sub>2</sub>S) may be encountered, plugging operations shall be completed in accordance with MSOGB Rule 66 (Operations Involving Hydrogen Sulfide). If H<sub>2</sub>S is reasonably expected to be encountered with respect to a particular plugging operation, the Contractor shall be required to engage a well-qualified company or individual specializing in H<sub>2</sub>S plugging operations where H<sub>2</sub>S concentrations are at or above 100 ppm.
14. Statewide Rule 28 requires the removal of concrete bases, unless the landowner agrees in writing to allow the concrete bases to remain on the property as is. Contractor shall provide a copy of said written agreement to the MSOGB.

15. The requirements for plugging are as follows:

For a Saltwater Disposal Well

Cement shall be squeezed or emplaced by bullhead method in all open perforations with a 100 foot excess above the perforations inside the casing. A volume of cement equal to 100 annular feet shall be squeezed or emplaced by bullhead method outside the casing beginning approximately 50 feet below the base of the (USDW) (as defined in Statewide Rule 63) with a 100 foot excess above the perforation inside the casing. A 25-foot cement plug shall be placed in all casing annuluses at the surface. All plug depths shall be verified by tagging and the casing above the USDW must be pressure tested to 500 psi. If casing is pulled, an additional cement plug of 100 feet shall be placed across the cut-off stub and 50 feet into surface casing. All casing and pipe must be cut off at least 3 feet below ground level and a steel plate must be welded on top of the cut casing.

For a Production Well

A 100 foot cement plug (or a cast iron bridge plug with at least 10 feet of cement placed on top) shall be placed within 90% of the top open perforation and a 100 foot cement plug shall be placed inside the casing beginning approximately 50 feet below the base of the USDW, with each cement plug verified by tagging. A 25 foot cement plug shall be placed at the surface (including casing annulus if applicable). If casing is pulled, an additional 100 foot cement plug shall be placed across the cut-off stub and 50 feet into surface casing, with its presence verified by tagging. Two hundred foot (200') cement plugs may be set in lieu of tagging. All casings must be cut off at least three (3) feet below ground level and a steel plate must be welded on top of the cut casing.

For a Dry Hole

If no production casing was run: A 100 foot cement plug shall be placed across the base of the surface casing with its presence verified by tagging. If the base of the USDW is above the surface casing shoe, a 100 foot cement plug shall be placed inside the casing beginning approximately 50 feet below the base of the USDW with its presence verified by tagging. A 25 foot cement plug shall be placed at the surface. Two hundred foot (200') cement plugs may be set in lieu of tagging. All casings must be cut off at least three (3) feet below ground level and a steel plate must be welded on top of the cut casing.

If production casing was run: A 100 foot cement plug (or a cast iron bridge plug with 50 feet of cement placed on top) shall be placed near the shallowest open perforations. A 100 foot cement plug shall be placed inside the casing beginning approximately 50 feet below the base of the USDW with its presence verified by tagging. A 25 foot cement

plug shall be placed at the surface (including casing annulus if applicable). All casings must be cut off at least three (3) feet below ground level and a steel plate must be welded on top of the cut casing. If casing is pulled, an additional cement plug of at least 100 feet shall be placed across the cut-off stub and 50 feet into surface casing. Two hundred foot (200') cement plugs may be set in lieu of tagging.

16. If a verifiable cement plug is encountered prior to reaching target depth, Contractor will be allowed to plug the well from that depth. Contractor must notify the designated MSOGB representative of the encountered cement plug, once verified.

17. All Location Restorations

Contractor shall remove and dispose of all liquids from vessels (stock tanks, separators, heater treaters, etc.) associated with the well. Contractor shall restore the location by filling and leveling the hole dug to cut casings, removing all equipment from the well site that was associated with the well operation (per MSOGB Rule 28), and leveling/smoothing all containment berms and firewalls.

18. In providing detail pertaining to the individual plugging plan for each well, Contractor's bid should include, but is not limited to, the following: Preparing the location, moving in the rig and auxiliary equipment, rigging up and setting equipment, nipping up onto the well, 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, plug tagging, perforating, cutting casing below plow depth, welding steel cap on well), rigging down and moving out, and restoring the location.

All work will be bid on a turnkey basis. Contractor will furnish the rig with the necessary mud tanks, cement mixer, pumps, tools, workstring, water and cement with a minimum of a four (4) man crew to pull tubing and packer, perforate, shoot or part casing, place cement plugs, pressure test, tag plugs, cap well and restore the location. The cost of any equipment and services necessitated by variances from the approved plugging procedures due to unanticipated downhole problems will be the responsibility of the Contractor.

19. Sanitary Conditions: It shall be the sole responsibility and expense of the Contractor to provide all necessary sanitary facilities.
20. Mobilization and Demobilization: All costs connected with the mobilization and demobilization of equipment required to complete each approved plugging procedure shall be borne by the Contractor.
21. Transportation: The Contractor shall be responsible for all transportation including loading and unloading of all equipment, supplies, materials, tools, and incidental items required to complete each approved plugging procedure.

22. Salvage: The Contractor shall be responsible for removing all pipe, cement slabs, equipment and vessels located on the well site.
23. Weather Conditions: The Contractor shall be responsible for monitoring conditions and taking all necessary precautions to prevent loss of life and property from any and all adverse weather conditions.
24. Time of performance: Contractor shall commence the work detailed in IFB RFx 3160005880 within thirty (30) days of being notified to proceed by the MSOGB. Each well plugging operation will continue uninterrupted, on a five-day workweek schedule, until the work is completed, unless written exception is granted by the MSOGB. Time is of the essence for the completion of the work required to be performed pursuant to this IFB and any contracts executed pertaining hereto.
25. Liabilities: Except as otherwise provided by law, the MSOGB will not be responsible for the loss of, or damage to Contractor's equipment, or the death of, or injury to the Contractor's personnel, or for death of, or injury to persons, or for damages to property resulting from Contractor's operations under this contract.
26. Bid Notice: Any specifications or requirements contained in the Bid Notice are made a part of these specifications.
27. Basis of Award: Bidders must bid by itemizing each well individually for all the wells with the total of the individual well bids being the total package bid. Bidders must bid on all of the wells in a package. The MSOGB reserves the right to reject any and all bids, and to waive any informality. The MSOGB shall determine the best acceptable bid based on the lowest cost evaluation, best value, qualifications, methodology, maximum capacity, past experience of the Contractor, and proposed plugging procedures, in addition to the technical specifications submitted along with the Contractor's bid proposal.
28. Wells Determined To Be Non-existent: If during the course of initiating the work to plug a well included on Exhibit "A" it is discovered that what was thought to be the well was in fact not a well, the MSOGB reserves the right to substitute another orphaned well with similar characteristics and mechanical configuration, or to remove the well from the contract and reduce the contract amount by the amount of the bid price for said well. The MSOGB will pay the Contractor for expenses incurred at the time the well is determined to be non-existent, not to exceed \$2,500.
29. Plugging Prohibited by Weather or other Natural Causes: If during the course of initiating the work to plug a well included on Exhibit "A", weather or other natural conditions render the plugging of said well impossible within the contract time allowed, the MSOGB reserves the right to substitute another orphaned well with similar

characteristics and mechanical configuration, or to remove the well from the contract and reduce the contract amount by the amount of the bid price for said well.

30. Wells Removed From The Contract By the MSOGB To Be Assigned To An Active Operator: If after execution of a contract between the MSOGB and the Contractor, a viable operator petitions the MSOGB to become operator of a well included in the contract executed pursuant to IFB RFx 3160005880, the MSOGB reserves the right to substitute another orphaned well with similar characteristics and mechanical configuration, or to remove the well from the contract and reduce the contract amount by the amount of the bid price for said well.

31. Compliance with the Mississippi Employment Protection Act: Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. 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 and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement 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, or (b) 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. In the event of such termination/cancellation, Contractor would also be liable for any addition costs incurred by the State due to contract cancellation or loss of license or permit.



**Attachment A**

**BID COVER SHEET**

Bids are to be submitted as listed below, on or before 2:30 PM CST, June 2, 2023.

PLEASE MARK YOUR ENVELOPE:

IFB for Orphaned Well Plugging Contractor – IJJA Orphaned Well Plugging Project  
IFB RFx Number 3160005880  
Opening Date: 2:30 PM CST, June 2, 2023  
Mississippi State Oil and Gas Board  
Attention: Dianne Rayfield, Deputy Administrator  
500 Greymont Avenue, Suite E  
Jackson, Mississippi 39202  
SEALED BID – DO NOT OPEN

**Name of Company:** \_\_\_\_\_

**Quoted By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Name and phone number of Company Representative to be contacted by agency seeking to contract for services pursuant to this IFB:** \_\_\_\_\_

**In addition to providing the above contact information, please answer the following questions regarding your company:**

**What year was your company started?** \_\_\_\_\_

How many years has the firm been in business of performing the services called for in this IFB?

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Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. \_\_\_\_\_

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If your company is not physically located within the vicinity, how will you supply Plugging Services to the agency?

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Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. \_\_\_\_\_

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Is your company licensed and/or certified to provide Plugging Services as required by any and all applicable Federal and State law(s)?

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List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. \_\_\_\_\_

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For how many customers has your company provided Plugging Services in the past two (2) years?

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What is the largest customer your company has provided Plugging Services for in the past two (2) years?

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Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. \_\_\_\_\_

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Describe your anticipated plugging methodology and your anticipated approach to properly plugging the wells identified in Exhibit "A."

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**Attachment B**

**BID FORM**

<b>Company</b>	<b>Contact Person</b>	<b>Telephone Number</b>

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Plugging Services should include all associated costs for the items with no additional or hidden fees.

<b>Proposal for Plugging and Remediation of the Parker Angus Farms No. 1 Well, §24-T3N-R6E, Amite County, MS (API No. 23-005-20117)</b>	<b>Unit Price (Per Well)</b>
equipment/material	\$
insurance, bond, or other surety	\$
overhead	\$
profit	\$
vehicles	\$
fuel and mileage	\$
labor and supervision	\$
business and professional certifications, licenses, permits, or fees	\$
other	\$
Total Price Per Well	\$

<b>Proposal for Plugging and Remediation of the U.S.A. 2-5C No. 1 Well, §2-T5N-R2E, Franklin County, MS (API No. 23-037-20676)</b>	<b>Unit Price (Per Well)</b>
equipment/material	\$
insurance, bond, or other surety	\$
overhead	\$
profit	\$
vehicles	\$
fuel and mileage	\$
labor and supervision	\$
business and professional certifications, licenses, permits, or fees	\$
other	\$
Total Price Per Well	\$

<b>Proposal for Plugging and Remediation of the GGU 199 No. 1 Well, §35-T9N-R19W, Jefferson Davis County, MS (API No. 23-065-20029)</b>	<b>Unit Price (Per Well)</b>
equipment/material	\$
insurance, bond, or other surety	\$
Overhead	\$
Profit	\$
Vehicles	\$
fuel and mileage	\$
labor and supervision	\$
business and professional certifications, licenses, permits, or fees	\$
Other	\$
Total Price Per Well	\$

<b>Proposal for Plugging and Remediation of the ET Daughdrill No. 1 Well, §33-T9N-R19W, Jefferson Davis County, MS (API No. 23-065- 00015)</b>	<b>Unit Price (Per Well)</b>
equipment/material	\$
insurance, bond, or other surety	\$
Overhead	\$
Profit	\$
Vehicles	\$
fuel and mileage	\$
labor and supervision	\$
business and professional certifications, licenses, permits, or fees	\$
Other	\$
Total Price Per Well	\$

<b>Proposal for Plugging and Remediation of the Hub Gas Unit 29-5 Well, §29-T2N-R14E, Marion County, MS (API No. 23-091-20293)</b>	<b>Unit Price (Per Well)</b>
equipment/material	\$
insurance, bond, or other surety	\$
Overhead	\$
Profit	\$
Vehicles	\$
fuel and mileage	\$
labor and supervision	\$
business and professional certifications, licenses, permits, or fees	\$
Other	\$
Total Price Per Well	\$

<b>Proposal for Plugging and Remediation of the Pistol Ridge WWS No. 2 Well, §3-T1S-R14W, Pearl River County, MS (API No. 23-109-00073)</b>	<b>Unit Price (Per Well)</b>
equipment/material	\$
insurance, bond, or other surety	\$
Overhead	\$
Profit	\$
Vehicles	\$
fuel and mileage	\$
labor and supervision	\$
business and professional certifications, licenses, permits, or fees	\$
Other	\$
Total Price Per Well	\$

<b>Proposal for Plugging and Remediation of the Pingrey Slack 21-7 No. 1 Well, §21-T12N-R2E, Yazoo County, MS (API No. 23-163-20478)</b>	<b>Unit Price (Per Well)</b>
equipment/material	\$
insurance, bond, or other surety	\$
Overhead	\$
Profit	\$
Vehicles	\$
fuel and mileage	\$
labor and supervision	\$
business and professional certifications, licenses, permits, or fees	\$
Other	\$
Total Price Per Well	\$

<b>Description</b>	<b>Quantity of Wells</b>	<b>Total Price (for all 7 wells)</b>
Total cost to plug and abandon each of the wells listed on Exhibit "A" attached hereto per IFB RFx No. 3160005880.	Seven (7)	\$

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids, its Exhibits and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to provide the Plugging Services contemplated pursuant to this IFB; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **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/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective contractor represents as a part of such Contractor's bid that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.



**11. REPRESENTATION REGARDING GRATUITIES:** 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 *PPRB OPSCR Rules and Regulations*.

**Company Name:** \_\_\_\_\_

**Printed Name of Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Note:** Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

## Attachment C

### REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than, June 6, 2023.

#### REFERENCE 1

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

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

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

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### REFERENCE 2

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

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

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

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**REFERENCE 3**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Alternative Contact Person (optional): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**REFERENCE 4**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Alternative Contact Person (optional): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**REFERENCE 5**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Alternative Contact Person (optional): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Attachment D**

**References Score Sheet**

**IFB RFx 3160005880**

**IFB for Orphaned Well Plugging Contractor – IJJA Orphaned Well Plugging Project**

**TO BE COMPLETED BY AGENCY STAFF ONLY**

**Company Name:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Person Contacted, Title/Position:** \_\_\_\_\_

**Date/Time Contacted:** \_\_\_\_\_

**Service From/To Dates:** \_\_\_\_\_

Able to provide Plugging Services when you called?	Yes	No
Satisfied with the Plugging Services provided? If no, please explain.	Yes	No
Contractor easy to work with in scheduling Plugging Services?	Yes	No
Were the Plugging Services completed on time and within budget?	Yes	No
Contractor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with Contractor again?	Yes	No
Would you recommend Contractor?	Yes	No

Bidder must have a minimum of six (6) “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

**Score:** Pass/Fail

Do you have any business, professional or personal interest in the Contractor’s organization? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference, therefore, resulting in a score of zero as responses to previous questions become null and void.

**Notes:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Called by:** \_\_\_\_\_  
Signature Title Date

## Attachment E

### REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law: The 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. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. 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 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.
4. Compliance with Laws: Contractor understands that the State of Mississippi 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 Contractor will strictly adhere to this policy in its employment practices and provision of services. 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.
5. 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.*

6. 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:
- a. 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;
  - b. 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.

In the event of such cancellation/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.

7. Insurance, Bond, or Other Surety: Contractor represents that it will, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:
- a. **Workers Compensation** coverage as required by the State of Mississippi.
  - b. **Comprehensive General or Commercial Liability** – at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
  - c. **Comprehensive General Liability or Professional Liability** insurance, with minimum limits of \$1,000,000.00 per occurrence.
  - d. **Commercial General Liability** insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
    - i. **Bodily Injury/Death**: \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
    - ii. **Property Damage**: \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - e. **Professional Liability** insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for

multiple claimants.

- f. **Pollution Liability** covers any emissions, releases, discharges, and/or contamination caused by an error, omission, or any negligent acts related to the services to be provided under this Contract. \$2,000,000.00 per occurrence limit for any single event; and \$4,000,000.00 per occurrence limit for multiple events at the same location.
- g. In the event that services delivered pursuant to this contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
  - i. **Motor Vehicle Liability** insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons OR \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - ii. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- h. The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

Additionally:

- In no event shall the requirement for insurance, bond, or other surety be waived.
- All insurance policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to MSOGB within fourteen (14) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within fourteen (14) days day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.



- Contractor shall submit renewal certificates as appropriate during the term of the contract.
  - Contractor shall instruct the insurers to provide the MSOGB thirty (30) days advance notice of any insurance cancellation.
  - Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the designated MSOGB representative.
  - There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to MSOGB. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MSOGB.
8. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the MSOGB. These payments shall be deposited into the bank account of Contractor's choice. The MSOGB 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 MSOGB is exempt from the payment of taxes. All payments shall be in United States currency.
9. Procurement Regulations: The contract shall be governed by the applicable provisions of the *PPRB OPSCR 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>.
10. Renewal of Contract: Renewal of the contract will be subject to the terms and provisions of the Infrastructure Investment and Jobs Act's (IIJA) Orphaned Well Site Plugging, Remediation, and Restoration Program (Orphan Well Program) and the State Grant Program included thereunder. In the event an renewal or extension is allowed, said contract may be renewed or extended at the discretion of the MSOGB upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract.
11. Representation Regarding Contingent Fees: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
12. Representation Regarding Gratuities: The 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 *PPRB OPSCR Rules and Regulations*.

**13. Stop Work Order:**

- a. *Order to Stop Work:* The MSOGB's designee, may, by written order to Contractor at any time, and without notice to any surety, require 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 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, 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 MSOGB's designee shall either:
  - i. cancel the stop work order; or,
  - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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:
  - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MSOGB's designee 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.
- c. *Termination of Stopped Work:* If a stop work order is not canceled 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.

**14. Termination for Convenience:**

- a. *Termination.* The MSOGB may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The MSOGB's designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MSOGB may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

- c. *Contractor Fees and Expenses.* Contractor shall be entitled to payment for its approved fees and expenses incurred as of the time of termination.

15. Termination for Default:

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MSOGB's designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MSOGB, the MSOGB may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MSOGB may procure similar supplies or services in a manner and upon terms deemed appropriate by the MSOGB. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the MSOGB's designee, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the MSOGB shall be at the contract price. The MSOGB may withhold from amounts due Contractor such sums as the MSOGB deems to be necessary to protect the agency against loss because of outstanding liens or claims of former lien holders and to reimburse the MSOGB for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MSOGB within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, MSOGB shall ascertain the facts and extent of such failure, and, if MSOGB determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for

- Convenience,” in cost-reimbursement contracts, “Termination”). (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
  - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
16. Termination Upon Bankruptcy: This contract may be terminated in whole or in part by MSOGB upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
17. 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.
18. Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi 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.

## Attachment F

### OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the MSOGB to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MSOGB, which the MSOGB may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MSOGB of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MSOGB in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MSOGB may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Attorney's Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the MSOGB all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the MSOGB in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MSOGB be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. Change in Scope of Work: The MSOGB may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MSOGB and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MSOGB in writing of this belief. If the MSOGB believes that the particular work is within the scope of the contract as written, Contractor will be ordered to

and shall continue with the work as changed and at the cost stated for the work within the contract.

The MSOGB shall have the right to remove any particular well facility at its sole discretion and shall owe nothing for tasks related to the removed well facility prior to the commencement of work on such tasks related to that well facility.

5. Claims Based on MSOGB's Actions or Omissions:

a. *Notice of Claim.* If any action or omission on the part of the MSOGB necessitates to the scope of the contract which constitutes a basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

i. Contractor shall have given written notice to the designated MSOGB representative or designee of such officer:

(1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;

(2) within thirty (30) days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,

(3) within such further time as may be allowed by the designated MSOGB representative in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The designated MSOGB representative or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the designated MSOGB representative or designee of such officer;

ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,

iii. Contractor maintains and, upon request, makes available to the designated MSOGB representative within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

- b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
  - c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.
6. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MSOGB shall result in the immediate termination of this agreement.

7. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that MSOGB is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MSOGB pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MSOGB shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
8. Contractor Personnel: The MSOGB shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MSOGB reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MSOGB in a timely manner and at no additional cost to the MSOGB. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
9. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

- b. has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - c. has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
  - e. has not, within a three (3) year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
10. Disclosure of Confidential Information: In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
11. Exceptions to Confidential Information: Contractor and MSOGB shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
  - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d. is independently developed by the recipient without any reliance on confidential information;
  - e. is or later becomes part of the public domain or may be lawfully obtained by the MSOGB or Contractor from any nonparty; or,



- f. is disclosed with the disclosing party's prior written consent.
12. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
13. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MSOGB, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MSOGB may have.
14. Failure to Enforce: Failure by the MSOGB at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MSOGB to enforce any provision at any time in accordance with its terms.
15. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MSOGB a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in the contract, by state law, or otherwise expressly agreed to by the parties in the contract, final payment under the contract or settlement upon termination of the contract shall not constitute waiver of the MSOGB's claims against Contractor under the contract.
16. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MSOGB immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
17. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MSOGB, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its

partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld. The duty to defend under this Section 17 is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of MSOGB. In any and all claims against any of the Indemnitees by any employee of the Contractor or one of its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under Section 17 will not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable under any worker's compensation acts, disability benefit acts or other employee benefit acts. This indemnity applies during the entire period of the Contract and shall survive the expiration or termination of the Contract until such time as any action or accounting of any matter covered by such indemnity is determined by a court in a final and unappealable ruling as being barred by the applicable statute of limitations.

18. The Contractor agrees to commence defense of the MSOGB immediately upon tender provided however, that defense counsel shall be approved by the MSOGB in writing and acceptance, or rejection, of counsel shall be at the MSOGB's sole discretion whereupon alternate counsel shall be provided by Contractor. In the event the MSOGB is found, after a trial on the merits, contributorily negligent, an equalizing payment for costs of defense shall be made to Contractor at a pro-rata share of liability after the trial of the matter and after a final unappealable judgment is rendered. There shall be no interest accrued on any such amount.
19. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MSOGB. Nothing contained herein shall be deemed or construed by the MSOGB, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MSOGB and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MSOGB or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MSOGB and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MSOGB. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MSOGB, and the MSOGB shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MSOGB shall not withhold from the contract payments to Contractor any

federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MSOGB shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the MSOGB for its employees.

20. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.
21. Scope of Indemnification: Provided that the MSOGB promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the MSOGB against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.
22. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MSOGB and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MSOGB or Contractor on the basis of draftsmanship or preparation hereof.
23. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

24. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
25. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MSOGB:	For Contractor:
Dianne Rayfield, Deputy Administrator	
Mississippi State Oil and Gas Board	
500 Greymont, Suite E	
Jackson, Mississippi 39202	

26. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the MSOGB and Contractor. This prohibition shall not apply to any employment or offers of employment which results from a general solicitation for employment, including without limitation, through the internet, newspapers, magazines, or radio.
27. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MSOGB and agreed to by Contractor.
28. Ownership of Documents and Work Papers: MSOGB shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MSOGB upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MSOGB and subject to any copyright protections.
29. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the MSOGB and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in

the performance of the contract, including its use by the MSOGB. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

30. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MSOGB.
31. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MSOGB or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for five (5) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
32. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MSOGB, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MSOGB. The rights of the MSOGB are in addition and without prejudice to any other right the MSOGB may have to claim the amount of any loss or damage suffered by the MSOGB on account of the acts or omissions of Contractor.
33. Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the MSOGB shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MSOGB for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MSOGB is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MSOGB may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

34. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the MSOGB or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of five (5) years after final payment, or until they are audited by the MSOGB, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
35. Right to Inspect Facility: The MSOGB may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MSOGB.
36. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
37. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
38. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
39. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the MSOGB to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MSOGB, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MSOGB shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
40. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party

to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

**Attachment G**

**IFB for Orphaned Well Plugging Contractor – IJA Orphaned Well Plugging Project**  
**IFB RFx Number 3160005880**

**IFB Exception(s)**

Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the bidder shall state in this section “No Exceptions Taken.” Failure to indicate any exception will be interpreted as the bidder’s intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

<b>Procurement Section and Page Number</b>	<b>Original Language</b>	<b>Requested Change/Exception</b>	<b>MSOGB Decision</b>
1.			
2.			
3.			
4.			
5.			



**ATTACHMENT "H"**

**INFORMATION TO BE FURNISHED WITH PROPOSAL**

This project is to be performed across the State of Mississippi at multiple well sites. The exact well sites will be determined in collaboration with the Owner and the Contractor. To assist the Owner in evaluation of the referenced IFB RFx No: 3160005880 proposals, each Contractor shall furnish the following information with their proposal:

**Summary Bid Pricing Breakdown**

The table below is an **example using example pricing** of the how to complete MS Excel Attachment H Template

	<b>Estimated Direct Manhours</b>	<b>Estimated Indirect Manhours</b>	<b>Total Est. Cost</b>
Direct Labor	<b>560</b>		<b>\$ 26,400.00</b>
Indirect Craft		<b>322</b>	<b>\$ 14,730.00</b>
Staffing		<b>1060</b>	<b>\$ 72,725.00</b>
Materials			<b>\$ 25,290.30</b>
Equipment			<b>\$ 338,923.50</b>
Subcontractors	<b>2140</b>	<b>138</b>	<b>\$ 137,010.00</b>
Total	<b>2700</b>	<b>1520</b>	<b>\$ 615,078.80</b>

**CPM Schedule & Weekly Reporting**

The Contractor proposal schedule must be delivered at the time of submission. The Contractor schedule shall be a man loaded Primavera P6 native file (.XER) or Microsoft Projects native file (.MPP) CPM schedule detailing the Contractor's construction execution plan. The schedule shall contain a sufficient level of detail so that work steps can be understood, and activity durations can be reviewed. The schedule shall contain Direct Labor manhours only. Direct Manhours in the CPM schedule shall match the overall estimated Direct Manhours for the project by discipline. The schedule shall be updated weekly on Monday. The Contractor Schedule shall be accompanied with a planned progress "S" curve taken from the schedule. The S curve will show planned weekly progress and will be used to determine schedule status (on, ahead, or behind schedule) and the appropriate action needed by the contractor.

The Contractor shall issue a weekly progress report via email which summarizes activities completed for the week and activities planned for the next week. The contractor shall provide a written weekly and monthly progress report. The weekly report shall be provided on Monday afternoons with the updated Schedule.

The Contractor shall report completed quantities as part of the weekly progress report.

#### **Extra Work – T&M Rate Schedules**

1. Direct Craft rate schedule displaying base wages and billable rates for straight time and overtime hours
2. Indirect Craft rate schedule displaying base wages and billable rates for straight time and overtime hours
3. Staff/ Supervision rate schedule displaying base wages and billable rates for straight time and overtime hours
4. Contractor Owned Equipment rental rate schedule.
5. 3<sup>rd</sup> Party Equipment rental rate schedule if planning to utilize.

#### **Extra Work – T&M Small Tools and Consumables Policy**

##### **Small Tools**

Contractor shall furnish all non-major construction equipment and small tools for its field hourly labor. Non-major construction equipment and small tools are defined as items with a present-day replacement cost of less than \$1000. The fixed rate charged for such includes all costs of transportation and all taxes. Small Tools shall be included in the base wage multiplier and shall include the type and nature of tools found on **Attachment H-1**. Attachment H-1 is not an exhaustive list of all small tools

##### **Consumables**

Contractor shall furnish all consumables, expendables, and all construction supplies required for proper performance of work by its field labor at a fixed rate which includes all costs of transportation and taxes. Consumables shall be included in the base wage multiplier and shall include the type and nature of items found on **Attachment H-2**. Attachment H-2 is not an exhaustive list of all consumables

### Completion of Attachment H MS Template

All Direct Labor tasks should be listed with respective quantities, units of measure, manhours, and dollars. **The table below is an example using example data of the how estimate tasks should be separated on the MS Excel Attachment H Template.** All estimate tasks should correspond with a schedule activity. Similar estimate tasks may correspond with the same schedule activity.

Total Mhrs	Total Dollars	Quantity	UOM	Estimate Task Description	Drawing	Schedule ID	Schedule Activity	Step/ Item	Craft
50.00	\$ 2,500.00	15.00	Each	Site Prep & Mobilization - Mobilize		Well-1000	Site Prep & Mobilize	Mobilize	Trucker
40.00	\$ 1,800.00	15.00	Each	Site Prep & Mobilization - Site Prep		Well-1000	Site Prep & Mobilize	Site Prep	Civil Worker
100.00	\$ 4,500.00	2000.00	SF	Clearing & Grub		Well-1001	Clearing & Grub	Civil	Civil Worker
30.00	\$ 1,000.00	500.00	SF	Matting		Well-1002	Matting	Mats	Laborer
300.00	\$ 15,000.00	10.00	Days	Well Conditioning		Well-1003	Well Conditioning	Conditioning	Cond. Crew
40.00	\$ 1,600.00	3.00	Each	Cutting Casing		Well-1004	Well Casing	Casing	Toolhand
560.00	\$ 26,400.00								

### Estimate Breakdown – Indirect Craft

Indirect Craft as defined by the Contractor's Indirect Craft rate schedule shall be listed with corresponding quantities, manhours, and dollars. General Start and Finish Dates should be assigned, which correlate with the overall CPM schedule. **The table below is an example using example data of how Indirect Craft should be separated on the MS Excel Attachment H Template.**

Indirect Craft									
	Estimated Manhours			Estimated Dollars			Duration		
	S.T. Mhrs	OT Mhrs	Total Mhrs	S.T. Dollars	OT Dollars	Total Dollars	Duration (Wks)	Start Date	Finish Date
Surveyor	120	30	150.00	\$ 6,000.00	\$ 2,250.00	\$8,250.00	3	4/5/2023	4/26/2023
Truck Driver	80	0	80.00	\$ 2,800.00	\$ -	\$2,800.00	4	4/17/2023	5/10/2023
Site Access Training (OSHA, Orientation - Direct & Indirect Craft Only)	92	0	92.00	3680	0	\$3,680.00	0.5	4/5/2023	4/7/2023
<b>Total</b>	<b>292.00</b>	<b>30.00</b>	<b>322.00</b>	<b>12480.00</b>	<b>2250.00</b>	<b>14730.00</b>			

### Estimate Breakdown – Staff

Staff / Supervision as defined by the Contractor's Staff / Supervision rate schedule shall be listed with corresponding quantities, manhours, and dollars. General Start and Finish Dates should be assigned, which correlate with the overall CPM schedule. **The table below is an example using example data of how Staff / Supervision should be separated on the MS Excel Attachment H Template.**

Staff									
Staff	Estimated Manhours			Estimated Dollars			Duration		
	S.T. Mhrs	OT Mhrs	Total Mhrs	S.T. Dollars	OT Dollars	Total Dollars	Duration (Wks)	Start Date	Finish Date
Project Manager	150	0	150.00	13500	0	\$13,500.00	10	4/5/2023	6/14/2023
Superintendent	320	80	400.00	20800	20800	\$28,600.00	8	4/5/2023	5/31/2023
Site Safety Manager	280	70	350.00	18200	6825	\$25,025.00	7	4/5/2023	5/24/2023
Clerk	160	0	160.00	5600	0	\$5,600.00	10	4/5/2023	6/14/2023
Total	910.00	150.00	1060.00	58100.00	27625.00	72725.00			

### Estimate Breakdown – COE / 3rd Party Equipment

Construction equipment shall be listed with corresponding quantities and dollars. Temporary facility expenses such as mobile office space, desks, copy/ print, tool room, etc. should be listed and included. General Start and Finish Dates should be assigned, which correlate with the Equipment's use on the project and the overall CPM schedule. **The table below is an example using example data of how Equipment should be separated on the MS Excel Attachment H Template.**

Company Owned Equipment Description	Qty	Duration					Total Cost
		Day(s)	Week(s)	Month(s)	Start Date	Finish Date	
Workover Rig	1			2	4/8/2023	6/9/2022	\$ 116,500.00
Wireline Truck	1			2	4/8/2023	6/9/2022	\$ 74,250.00
Pickup - 1/2 ton	4			3	3/25/2023	6/23/2022	\$ 2,520.00
Dozer	1		3		3/25/2023	4/12/2023	\$ 5,632.50
Total							\$ 198,902.50
3rd Party Equipment Description	Qty	Duration					Total Cost
		Day(s)	Week(s)	Month(s)	Start Date	Finish Date	
Pump Truck	1			2	4/8/2023	6/9/2022	\$ 52,500.00
Vacuum Truck	1			2	4/8/2023	6/9/2022	\$ 69,300.00
Fork Lift	1		3		3/25/2023	4/12/2023	\$ 9,800.00
Access Mats	50			3	3/25/2023	6/23/2022	\$ 346.50
Gas Monitors	2			2	3/25/2023	5/26/2022	\$ 252.00
Light Towers	20		2		4/8/2023	4/19/2023	\$ 735.00
3rd Party Trucking	1	5			3/25/2023	3/29/2023	\$ 3,937.50
Temporary Facilities	1			3	3/25/2023	6/23/2022	\$ 3,150.00
Total							\$ 140,021.00

### **Estimate Breakdown – Material**

Construction Material shall be listed with corresponding quantities and dollars. General Start and Finish Dates should be assigned for estimated Material deliveries timeframes, which correlate with the overall CPM schedule. **The table below is an example using example data of how Material should be separated on the MS Excel Attachment H Template.**

Material	Qty	UOM	Total Cost
Cement	4800	Sack	\$ 352.80
Mud	15000	Gallon	\$ 2,362.50
Kill Fluid	10000	Gallon	\$ 525.00
Bridge Plugs - 4.5" Nominal	8	Each	\$ 12,600.00
Bridge Plugs - 5.5" Nominal	5	Each	\$ 9,450.00
<b>Total</b>			<b>\$ 25,290.30</b>

### **Estimate Breakdown – Subcontract**

If subcontractors will be utilized, they shall be listed with manhours and cost broken out by Labor (Direct, Indirect Craft, Staff), Material, and Equipment). General Start and Finish Dates should be assigned for each subcontractor, which correlate with the overall CPM schedule. **The table below is an example using example data of how subcontractors should be separated on the MS Excel Attachment H Template.** Additional subcontractor estimate detail may be requested prior to or during project execution. Contractor shall furnish all subcontractor information when requested by the Owner.

Subcontracts - Direct Labor										
Subcontractors	Total Mhrs	Total Dollars	Quantity	UOM	Estimate Task Description	Drawing	Schedule ID	Schedule Activity	Step/ Item	
Wireline Services	540	\$ 50,000.00	5	Well	Wireline		Well-2023	Subs - Well Wireline	Wireline	
Civil Services	1000	\$ 45,000.00	10	Well	Site Remediation		Well-2131	Subs - Site Remediation	Remediation	
Cementing	600	25000	5	Well	Cement		Well-2220	Subs - Cement	Cement	
Total	2140	\$ 120,000.00								
Subcontracts - Indirect Labor										
Subcontractors	Indirect Labor				Equipment Dollars	Material Dollars	Total Est. Cost (Direct-Indirect-Equip- ment-Materials)	Duration (Wks)	Start Date	Finish Date
	Indirect Craft Mhrs	Indirect Craft Dollars	Staff Mhrs	Staff Dollars						
PDA Testing	20	\$ 1,700.00					\$ 1,785.00	12	4/5/2023	6/28/2023
Wireline Services	40	\$ 2,000.00	8	\$ 800.00	\$ 3,000.00	\$ 1,200.00	\$ 7,350.00	12	4/5/2023	6/28/2023
Civil Services	60	\$ 3,000.00	10	\$ 1,000.00	\$ 3,500.00		\$ 7,875.00	12	4/5/2023	6/28/2023
Total	120	\$ 6,700.00	18	\$ 1,800.00	\$ 6,500.00	\$ 1,200.00	\$ 17,010.00			

**ATTACHMENT "H-1"**

Adapter, bench punchlok	Bearing scraper
Adzes	Benders - hand, mech., hydraulic
Agitators - paint spray	Bevelers - conduit, pipe
Air compressors, electric up to 250 cfm	Beveling machines
Air, manifolds and fittings	Binders, load
Air mover turbine - state size and number provided in quote	Blenders - electric, hand
Air mover venturi - state size and number provided in quote	Bloats
Airline oilers	Blocks - rubbing, snatch, tackle, wire rope
Allen wrench	Blowpipes
Ammeters	Bobs - plumbing
Amprobe	Bolt cutters
Anvils	Boxes, gang
Arbors (for hole saws)	Brace (hand drilling)
Arc Outfit, Air	Brake - sheet metal
Augers, post hole diggers, hand, electric, fueled	Brand
Augers, ship	Breakers, 10 to 70 lbs. - pavement, concrete including bits
Awls	Bricks - rubbing
Axes	Buckets - buggies up to 1/2 cubic yards, hand carry up to 10 gallons, concrete up to 3 cub yards, wheel barrows
Badges	Buggies - concrete-not power
Bag tying tools	Bull pens
Banding machine (for packaging)	Burners - prestolite, weed, lead
Banding tool	Buzzer test sets - phone sets
Barrel pins	
Bars - nail, crow, pinch, wrecking	C-clamps
Base Station	Cable clips, electric (temp), welding, wire rope
Battery chargers	Cable Splicer (wire rope only)
Battery pack, gas monitor	Cadwell mold
Battery tester	Calipers
Beader and crimper - hand	Cant hook

**ATTACHMENT "H-1" (CONTINUED)**

Car mover (hand-type)	Cutting rigs
Carriers - timber	Demolition hammers
Carts - bottle, hand, warehouse	Dial test indicators
Catalyst equipment	Die heads
Air conditioning equipment	Die holders - pipe, bolt
Circulator	Die nuts
Conveyor	Dies - numerical, alphabetical
Cyclone airlock	Digger, posthole
Dense loader	Dividers
Drum dumper	Dollies (hand)
Dust abatement system	Dolly - rivet, timber, other
Loading hopper side, top, etc.	Drift pins
Nitrogen recycle unit air cond.	Drill -magnetic base drill, hand, electric, air - up to
Orbit jet washing fittings (Butterworth	and 5 H.P.
nozzle)	Drill sleeves
Portavac unit	Drill stand
Lunch & wash facilities	Drum pumps
Caulking - irons, guns	
Cement joining/finishing tools	Edgers & groovers (concrete)
Cement trowels (hand)	Electric - extension cords, welding cable, welding
Chain (except permanent material)	leads, wire (temp.), fixtures (temp.),
Chain falls up to and including 5 tons	fittings (temp), ground fault
capacity	interrupters, step down transformers,
Chain, surveyors	480/220 volt, power distribution
Chain tongs	systems (100-600 amp)
Chain, wrench	
Chalk - line, marking	Electrode holders
Chipping guns cutting, scaling, needle, jitter	Embossing tools
bug/with repair parts hand, air, electric	Etching tool
Chipping hammer - hand, air, electric	Extensions (wrench)
Chisels - air and hand (all types)	Extinguishers - fire (hand held, temp.)
Choker slings	Extractors - screw, pipe, pin
Chucks	
Clamping tool, hose	Fans
Clamps - pipe lineup, welding, wood, plate, screw	Fastner guns
lift, Renfro, etc.	Files (for sharpening & cleaning)
Clay digger (air driven)	Files - iron, rasp, steel, wood
Clay spades (air driven)	Finishers, concrete, floor, floats, bricks,
Clippers - inside and outside	trowels, screeds - manual, gas, electric
Come-alongs up to and including 6 tons	Fire blankets
capacity	Fire extinguishers
Compactors - air, hand, gas	Fire pots
Compressor, air-5 HP	Fish tapes
Compressor, gasoline-5 HP	Flange spreaders - all
Concrete floats (hand)	Flaring tools, tubing, compression
Connectors welding cable	hand, hydraulic
Core bit, concrete	Flatters, blacksmith
Core drill	Floats - bull
Core drill water tank, concrete	Floats - concrete finishing
Coupon tester	Forges - blacksmith
Creeper - mechanic's	Forks - coke
Crimpers	Forks - hay, coke, all types
Cutters belt, bolt, gasket, gauge, glass, metal,	Fullers, blacksmith
pins, rolls (pipe cutters, pipe cutters	Furnace timers
with hand pump), weed, tubing, wire,	Furnaces - lead, rivet
etc.	

**ATTACHMENT "H-1" (CONTINUED)**

Gang box	Iron - soldering, yarning, caulking, etc.
Gasket cutter	Intercom master station
Gauges - center, dial, depth, drill, feeler, hole, paint, pressure, screw, tire, thread, wire	Intercom power supply
Generator	Jacks - automotive, cable, flange, hand (under 20 ton), hydraulic, line-up, porta-power, reel, screw, etc.
Georgia Buggy	Jig saws
Glass cutters	Jitter bugs (for concrete)
Gloves - welding, high voltage, leather, rubber, etc.	Keys, allen, drill chuck
Gouges, arc	Knives - draw, putty, linoleum, hand, etc.
Grinders - air, electric-pencil, straight, angle, bench, all	Knockout punches
Grips - cable, wire	Ladders - all portable including, but not limited to, rope
Grommet	Lanterns
Ground fault interruptors	Lathes - conduit
Gunite rig with hoses and connectors	Lead pots and ladles
Gunite water booster pump	Letters/numbers - steel marking
Guns - grease, caulking, nailing, air, ramset types	Levels, all
H2S, Personal Monitor	Lights - drop, hand held, stand mounted, 110 volt up to 500 watt quartz, explosion proof
Hacksaw frame	Lighters for torches
Hammer - hand-claw, sealing, ball peen, sledge, busters, chipping, rivet, electric or pneumatic roto	Line-up clamps
Hammers - pneumatic, electric	Machines, numbering
Hand saw	Mallets
Hardness tester	Man cage
Hatchets	Manifolds - air, water, mixing, all
Hats - Safety (accessories for safety hats), rain, hard, etc.	Mandrel for hole saw
Heat gun for shrink sleeves	Manhole guards - patented
Heaters - oil, gas, electric	Masks, to include respirators
Helmets - welders	Material baskets - skip pans
Hickeys - conduit, pipe	Mattocks
Hods - brick, mortar, rivet	Mauls
Hoes	Megaphones - powered
Hoists - air, electric, manual chain - up to and including 3 tons capacity	Meggers (testing)
Holesaws	Micrometers
Hooks - packing, timber, cant, plate, grab, sling, plumber, chain, hoist, etc.	Mineral wool
Hopper - concrete collection	Mixers - (all) gunite, mortar, concrete, refractory, 3000 lb. batch etc. with bowls & paddles if applicable
Hose, OX and ACC	Mortar box
Hydrometer - storage battery	Mover (hand type)
Impacts - air, electric - up to and including 1-1/2 inch - state size and number provided in quote/with repair parts	Needle guns - air, electric
Indicators - speed, dial	Nibblers - hand, electric
Instruments - for testing (volatile gases, oxygen content, etc.)	Nippers
Insulation bander	Nut buster
Insulation crimper & bender	Nut splitter
Insulation lock former	Nylon sling
Insulation roller	Oilers, line
Insulation shear	Office equipment
	Ovens - dry rod



**ATTACHMENT "H-1" (CONTINUED)**

Packs, air	Radio with charger
Painting equipment	Rakes - asphalt, garden
45:1 airless pump	Rams, hydraulic, bench with replacement parts
30:1 airless pump	Rasps - wood
Airless spray gun	Ratchets, including, but not limited to, air and steamboat
1/4" X 50' spray line	Reamer - pipe, spiral flute, structural, taper
3/8" X 50' spray line	Reels - tie wire
2 gallon sprayer	Regulators and gauges - welding, cutting, purging, testing, oxygen, acetylene, nitrogen, etc.
5 gallon sprayer	Respirators
5 gallon spray pot w/air agitator	Rivet sets
10 gallon spray pot	Rivets guns, buster, bucket & tongs/with repair parts
3/4" X 50' coupled air line	Rod oven
Air fed spray mask	Rods, engineers
Hand held air agitator	Rods - line, level
MBC spray gun	Roto hammers
Paint container	Runner, lead joint
Spray lines (50' X 3/8" fluid X 5/16" air)	
Pallet, hydraulic truck	Safety belts
Patterns - pipe layout	Safety harnesses
Pavement breaker	Salamanders
Peavies	Sample kit, air
Picks	Sand blast equipment
Pig tails	Air purified (charcoal) sand blast
Pike poles - lineman	Sand blast nozzles
Pins - barrel, chaining, doweling, drift, flange, line-up, spreader tie, structural steel, taper	Wet blast head
Pipe rollers	Hoods
Pipe stands	Air fed hood - (sand blast)
Pipe & conduit threading machines - up to and including 3" - state size and number provided in quote	Canvas - sand blast
Pipe tools - cutter wheels, dies	Remote control deadman valve
Planers - carpenter	Pots
Pliers	Sanders - electric, portable, rotary, belt, all
Plumb bobs	Saw horses - steel
Points - trammel	Saws hand held, manual and power - port-a-band, bayonet, reciprocating, circular, chain, cut off, self propelled, (for wood, concrete, metal) saws - all
Poles - pipe	Scales - architects, engineers, weight
Porta Power - heads, hydraulic units	Scoops - gravel, sand, hand
Post hole diggers	Scrappers - all
Pots - fire, lead, tar	Screw extractor sets
Power drive	Screwdrivers - hand, power
Power tool	Scrugun, cordless with charger
Prestolite outfits	Scrugun, electric
Protractors	Scribers
Pullers - nail, wire, wheel, coupling	Scythes
Pumps - diaphragm - 4" and smaller	Septic holding tank
Pumps - gas or diesel powered - 4" suction and smaller	Shackles (from 1/2" to 2-3/4" pin)
Pumps hydrotest - state size, rating, and number provided in quote	Shafts - power mule
Pumps - hand, barrel	Sharpshooters
Punches	Shears - sheetmetal
	Sheaves - wood, iron
Radio Charger	Sheetmetal breaks

**ATTACHMENT "H-1" (CONTINUED)**

Shovels	Test sets, buzzers
Sidecutters	Testers - battery, anti-freeze
Sirens and horns	Threaders - bolt, pipe, electric, hand
Skip box	Timber carriers
Skyclimber cable yoke	Tinsnips
Skyclimber stirrups	Tire pumps
Skyclimber cornice hook	Tool boxes
Sleeves - drill	Tongs
Slings - canvass, nylon, rope, wire rope, etc. - bidder to state any exclusions	Torches - cutting, blow, gas, welding, heating, oxygen/acetylene, cutting, etc.
Snatch block	Torque control - hand, electric air through 4"
Snips, tin	Trammel points
SO <sub>2</sub> monitor	Transformers
Sockets - ratchet, impact, (all)	Transit with tripod & level
Soil pipe assembly tool	Tripod, safety
Soldering irons	Trolleys, up to 14" at 10 ton capacity
Soot guns	Trolleys, beam
Sound powered heat set	Trowels
Spades	Trucks - elephant, rubber
Spikes - marlin	Trucks, hand
Spoons - digging	Tube cleaners, air driven
Springs - banding	Tubs - mortar, steel
Squares	Tugger, air
Staplers - carpenter	Turnbuckles
Staple guns	Twister, wire
Stencils - all	
Step - crews	Umbrellas equipment, welders, construction
Steps	
Stock, pipe, bolt, threading	Vacuum cleaner
Stocks, pipe die	Vibrator concrete-air/electric/hand/mechanical
Storage rack, cylinder	Vises - mach., tripod, bench, etc.
Straightedge	Volt-ohm-meter
Strapping tools	
Stretcher, safety	Wagon drill bits
Stringer, light	Water cans
Strippers, wire	Wedges, steel
Stud guns	Welding equipment - torches, regulators, gauges, oxy/acetylene buggie excluding compressed gases
Surveyor's equipment - rods, chains	Welding supplies - electrode holders, leads, cables, connectors, gloves, hoods, goggles, igniters, flints, jackets, sleeves, body protectors, wrenches for bottles
Swivels	Wet weather apparel, raincoats and hats
Table, Fab (metal)	Wheelbarrows
Tap and die set	Winches - hand, crab
Tachometers	Wire twisters
Tampers - pneumatic, hand, air, gas, electric, rammers, compactors, all	Wrap - arounds
Tap drills	Wrecking bars
Tapes - measuring, fish	Wrenches - adjustable, pipe, socket, structural, allen, spud, crescent, ratchet, etc.
Taps and tap holders	
Tar pots	
Targets - engineering	
Tarp	
Telephone handsets	
Test phones	

**ATTACHMENT "H-1" (CONTINUED)**

Abrasive, Carborundum Cloth	Bleach
Abrasive, Carborundum Wheels	Boots, Rubber
Abrasive, Carborundum Discs	Boots, Rubber over shoe
Abrasive, Carborundum Stones	Boots, Steel Toe
Abrasive, Carborundum Brick	Bottles, Spray
Abrasive, Crocus Cloth	Bracket, Face Shield
Abrasive, Emery Paper	Brass Tags
Abrasive, Emery Wheels	Brillo Pads
Abrasive, Sand Paper	Broom Heads
Abrasive, Steel Wool	Brooms
Acetylene	Brush, Cupw
Acids	Brush, Flatwire
Adaptor, Acetylene Bottle	Brush, Painters Scratch
Adaptor, Respirators	Brush, White Wash w & w/o handle
Adhesives	Brushes, Acid
Alcohol	Brushes, Paint
Anti Seize, C-5-A	Brushes, Wire Hand
Aprons	Brushes, Wire Wheel
Arrestor, Flashback	Buckets and Pails
	Buckets, Galvanized
Bags, Burlap	Buckets, Plastic
Bags, Trash	Bulbs, Light
Baking Soda	Bulletin Boards
Banding, Steel	
Bands, Banding	Can, Squirt
Bargard	Cans, Gas
Barrels and Drums	Cans, Oil
Batteries	Cap Adapter
Batteries, Dry Cell	Carbide
Belting	Cartridge, Ammonia
Bib, Welding	Cartridge, Combination-Surviar
Bits, Chisel	Cartridge Hepa, Surviar
Bits, Drill (Masonry)	Cartridge Ovag, Surviar
Bits, Drill	Cartridges, Respirators
Bits, Wood Bore	Cartridges, Roller
Blades, Abrasive Cabor.	Casters
Blades, Band Saw	Caulking Tools
Blades, Concrete Saw	Cement, Pipe Joint
Blades, Fein Saw	Chalk, Crayons
Blades, Gasket Cutter	Chalk Line, Sash Cord
Blades, Hacksaw	Chalk Line, Plumb Bob Cord
Blades, Jigsaw	Chalk, Soapstone
Blades, Jigsaw – Bimetal	Chisels
Blades, Pipe	Choker, Wire
Blades, Reciprocating	Choker, Wirerope
Blades, Saw (Metal)	Clamp, Bandit
Blades, Skillsaw	Clamp, Cable
Blades, Stone	Clamp, Hose
Blades, Utility Knife	Cleaner, Ajax

**ATTACHMENT "H-1" (CONTINUED)**

Cleaner, Carbon Tetrachloride	File, Taper 3 Corner
Cleaner, Glass	Fire Blankets
Cleaner, Hand	Fire Extinguisher Refills
Cleaner, Pine-Sol	First Aid Supplies
Cleaner, Spic & Span	First Aid Kit
Cleaners, Tip	Flapper Wheel
Cleaning, Cleansers	Flash Lights and Batteries
Cleaning, Disinfectants	Foot Guard, Rubber Strap
Cleaning, Mops	Fuel Oil
Cleaning, Scrub Brushes	Funnels
Cleaning, Soap	Fuses
Cleaning, Sweeping Compound	
Coal and Coke	Gases
Concrete Form Hardware	Gases, Acetylene
Connectors, Acetylene	Gases, Nitrogen Argon
Cords, Electrical Extension	Gases, Oxygen
Cotter Keys	Gasoline
Couplings, Air	Gear Cleaning, Respirator
Coveralls, Disposable	Glasses Aeros, Safety
Coveralls, Flame-Blue	Glasses Prodigy, Safety
Coveralls, White w/ft	Gloves, Brown Jersey
Coveralls, White	Gloves, Canvas
Coveralls, Yellow	Gloves, Heliarc
Crayon, Lumber	Gloves, Kevlar
Cups, Paper	Gloves, Leather Palm Work
Cutting Oil	Gloves, Rubber
	Gloves, Welding
Detonators	Glue
Die Set, Pipe	Goggle Flip, Burning
Dies, Bolt	Goggle Round, Burning
Dies, Conduit	Graphite
Dies, Pipe	Greases
Dispensers, Paper Towels	Grinding Compounds
Dispensers, Salt	Grinding Cupstone
Dispensers, Soap	Grinding Stone
Dispensers, Toilet Paper	Grinding Wheel
Dope, Pipe (high temperature)	Grommet, Nylon
Dressers, Grinding Wheel	
Drill Bits, Auger	Hammer, Slag Chipping
Drill Bits, Concrete	Hand Cream
Drill Bits, Twist	Handles, Axe
Drill Bits, Expansion	Handles, File
Drill Bits, Star	Handles, Hammer
Drill Bits, Masonry	Handles, Machine Hammer
Drinking Cups and Dispensers	Handles, Mop
	Handles, Paint Roller
Ear Plugs, Taper Fit	Handles, Sledge Hammer
Electrode Holders, Weld	Handles, Wedges
Emery Cloth	Hardware Cloth
Eye Wash	Hardware Screen
	Heads, Mop
Face Shield, Clear	Helmet Bands, Safety
File Bur, Cone	Helmet Bands, Welders
File Bur, Oval & Pointed	Holder, Soapstone
File, Flat Mill	Hood, Leather Welding
File, Round Bastard	Hook, Packing

**ATTACHMENT "H-2" (CONTINUED)**

Horn, Air	Oil, Cutting
Hose, Air	Oil, Hydraulic
Hose Clamps	
Hose Connectors	Padlocks
Hose End, Air Coupling	Paint (Various Colors)
Hose End	Pallets
Hose, Fire	Pan, Dust
Hose, Steam	Pants, Rain
Hose, Water	Paper, Felt
	Paper, Roofing
Ice	Paper, Sisal Kraft
Index – Drill Bits	Paper, Wiping
Inserts, Jaw – Pipe Mach	Paper, Wrapping
	Paper Towels
Jacket, Rain	Pencils
Jacket, Welding	Pin, Retaining
	Plastic, Clear (rolled)
Kerosene	Plastic, Reinforced
	Pledge (Lemon)
Lantern	Prest-O-Lite
Lanyard (Easy Stop)	
Leak Detector, Snoop	Rags
Lens Cover, Survair	Rags and Waste
Lens, Magnifier	Rain Suit
Lens Round, Burning	Rammer, Rubber Butt
Lens Round, Clear	Rasps
Lens, Survair	Ratchet, Headband Suspen.
Lens, Welding	Reel, Chalk Line
Lens, Welding (Clear)	Repair Kit, Torch Hose
Lenses, Safety Goggles	Respirator
Lettering Set	Ring, Retaining
Light Bulbs	Rope, Manila
Lighter Flints	Rope, Nylon
Line, Mason	Rope, Sisal
Liners, Hard Hat	Rope, Wire
Liquid, Dish	Rosebud
Lube Stick, Climax	Rule, Engineers
Lubricants	Rule, Wood
Lysol Spray	
Markers, Felt Tip	Safety Lock Out
Markers, Ink	Safety Shields
Markers, Paint	Salt
Mirror, Inspection	Salt, Sanitary
Mirror, Weld Inspection	Salt Tablets
Moil Points	Screen Wire
Monogoggle, Centurion	Scrubbers, Nylon
Monogoggle, Foamback	Seals, Banding Clips
	Shims
Nipple, Hose	Shovel, Ash
Nipple, Steel	Side Shields
Nose Cup Kit, Survair	Signs, 'Do Not Enter'
Numbering Set	Signs, 'Men Working Above'
	Sleeves, Burn Protection
Oil – 2 cycle	Sleeves, Welding w/ Bib
Oil, Air Tool	Sling, Bundle

**ATTACHMENT "H-2" (CONTINUED)**

Sling, Nylon	Temp Stick
Slings, Canvas	Tempil Stick
Slings, Cloth	Test Kit, Lead Check
Slings, Leather	Thread Compound
Slings & Spreaders	Tip, Scarfing
Soap, Lava	Tip, Torch
Soapstone Flat	Tips, Cutting
Sockets, Replacements	Tips, Welding
Solder	Toe Guard, Steel
Splicer, Torch Hose	Torch, Oxygen Check Valve
Spray, Wasp	Towels, Paper
Spring, Retaining	Tube, Grease
Sqencher Lemon	Tube Kit, Smoke Fit Test
Squeegee	Tubes, Irritant
Stamp, Number #1	
Stamp, Number #2	Valve, Acetylene Check
Stamp, Number #4	Valve, Oxygen Check
Stamps "B", Steel	Vests, Safety – Green
Stamps "P", Steel	Vests, Safety – Orange
Stick Paint, Valve	Visor, Clear
Storage Bags, Respirator	
Straws	Washer, Air Ling
Strikers, Flint	Washer, Bull Hose
Suit, Rain	WD-40
Supplies, Disinfectants	Weld Lead
Supplies, Paper Towels	Welding Compounds
Supplies, Soap	Welding Flux
Supplies, Toilet Paper	Welding Tip Cleaner
Sweat Band, Hard Hat	Wheel, Abras. Mason
	Wheel, Cutoff (Mason)
Tag, 'Danger Do Not Operate'	Wheel, Cutoff (Metal)
Tag, 'Danger Under Tag Out'	Wheel, Cutter
Tags, Brass	Wheels, Pipe Cutter
Tags, Green w/ Wire	Wipes, Respirator
Tags, Paper	Wire
Tags, Red w/ Wire	Wire, Piano
Tags, Shipping	Wire, Tie
Tags, Yellow w/ Wire	Wooden Shoes
Tape, Barricade – Red/Black	Wraparound
Tape, Barricade – Yellow	
Tape, Duct	
Tape, Electrical	
Tape, Friction	
Tape, Masking	
Tape, Measuring	
Tape, Pipe	
Tape, Plastic	
Tape, Rubber	
Tape, Steel Banding	
Tape, Surveyor	
Tape, Teflon	
Tape, Thread Compound	
Tapes, Steel	
Taps, Bolt	
Taps, Pipe	
Tarpaulins	