BID FORM

TO: STATE OIL AND GAS BOARD
Attention: Allen Floyd
500 Greymont Ave., Suite E
Jackson, MS 39202

SUBJECT: **Bid Package 2015-3: Contract Plugging of Wells in Adams, Franklin, Lamar and Wilkinson Counties, Mississippi.**

Gentlemen:

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

SCHEDULE OF PRICES

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

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

ADAMS COUNTY

1. **Craig Hazlip #2 SWD** $_____
2. **Alexander #1** $_____
3. **Buckles #3 SWD** $_____

FRANKLIN COUNTY

1. **Board of Education #1** $_____
2. **Lehmann #1** $_____
3. **Lehmann #2** $_____
4. **Lehmann #2 SWD** $_____
5. **Lehmann #5** $_____
6. **Lehmann #6** $_____
7. **Lehmann #7** $_____
8. **Lehmann #8** $_____

9. Lehmann #9 $_____

LAMAR COUNTY

1. Tim Hurst #1 $_____
2. Moody 31-9 #5 $_____

WILKINSON COUNTY

1. Leake #1 $_____
2. Leake #2 $_____
3. Leake #3 $_____
4. PP #F8 $_____
5. Rosenblatt #1 $_____
6. Rosenblatt #2 $_____
7. Rosenblatt #3 $_____

TOTAL $_____

REPRESENTATION REGARDING CONTINGENT FEES. The 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 the contractor's bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES. *The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not(use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.*

REPRESENTATION REGARDING GRATUTIES. I represent that I have not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Services Contract Procurement Regulations.

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

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. I certify 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 bid prices

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. Miss. Code Ann. 71-11-1 et seq. (1972, as amended). 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or

Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

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

AVAILABILITY OF FUNDS. *It is expressly understood and agreed that the obligation of the MSOGB to proceed under any resulting 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 the contractor, to terminate this agreement without damage, penalty, cost or expenses to the MSOGB of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.*

E-PAYMENT. *Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-305, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.*

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

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

(a) cancel the stop work order; or,

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

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

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

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

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

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

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

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

PROCUREMENT REGULATIONS. *The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.ms.gov.*

DEBRIEFING REQUEST. *A vendor, success or unsuccessful, may request a post-award vendor debriefing, in writing, by U. S. mail or electronic submission, to be received by the MSOGB within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing: therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the MSOGB and identify its attorney.*

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

Company Name of Bidder: _____

Company Address: _____

_____

_____

Telephone Number: _____

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

If Yes, Amount _____

Signature of Company Official _____

Position held _____ Date _____

ACKNOWLEDGEMENT OF AMENDMENTS TO BID SOLICITATION, IF ANY

AMENDMENT NUMBER	DATE
_____	_____
_____	_____
_____	_____

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES.

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

_____
Contractor's Representative

_____
Name of Contractor