

CHARLIE

MAIL TO:
STATE OF NEW MEXICO
GSD - PURCHASING DIVISION
PO BOX 26110
SANTA FE, NEW MEXICO 87502-0110

IMPORTANT
PLEASE INDICATE BID NUMBER
AND OPENING DATE ON THE LEFT
BOTTOM CORNER OF YOUR
BID ENVELOPE

VENDOR

RECEIVED
NOV 13 1998
OIL CON. DIV.
DIST. 3

* INVITATION TO BID *

WELL PLUGGING

Woodsley

CONTRACT

TELEPHONE NO. _____
IF YOUR ORDERING OR PAYMENT
ADDRESS IS DIFFERENT FROM
ABOVE, PLEASE SUBMIT AN
ATTACHMENT WITH YOUR ADDRESSES.

BID NUMBER: 90-521-02-03315
COMMODITY CODE(S): 05403

COMPANY: _____

BUYER: KATHY SANCHEZ *KS*
(505) 827-0487

N.M. 5% RESIDENT PREFERENCE
CERTIFICATION NUMBER _____

SEALED BID OPENING: FORMAL
STATE PURCHASING AGENT'S OFFICE
DATE: 12/04/98 TIME: 02:00 PM

NOTE: TO BE VALID BID MUST BE SIGNED

SIGNATURE: _____
TYPE/PRINT NAME: _____

PAYMENT TERMS. _____
DISCOUNTS WILL NOT BE CONSIDERED IN
COMPUTING THE LOW BID. SEE TERMS
AND CONDITIONS.

SHIP TO:
ENERGY MINERALS & NAT RESOURCES
DEPARTMENT
2040 S PACHECO
SANTA FE NM 87503

FOB POINT: JOBSITE
REQUESTED DELIVERY:
WITHIN 2 WEEKS ARO

INVOICE:
SAME AS SHIP TO ADDRESS

VENDOR'S DELIVERY: _____
DELIVERY MAY BE CONSIDERED IN
THE AWARD.

THIS BID IS SUBJECT TO THE TERMS AND CONDITIONS SHOWN ON THE REVERSE SIDE
OF THIS PAGE AND ADDITIONAL BIDDING INSTRUCTIONS.

PLEASE NOTE: DO NOT RETURN INVITATION TO BID FORM IN CASE OF A "NO BID".
BID MUST BE RECEIVED IN THE STATE PURCHASING DIVISION OFFICE BY THE
BID OPENING DATE AND LOCAL TIME AS INDICATED ABOVE.

HAND DELIVERIES WILL ALSO BE ACCEPTED AT THE JOSEPH MONTOYA BLDG. RM 2016
1100 ST. FRANCIS DR. SANTA FE, NEW MEXICO 87505

THIS MAILING CONTAINS 23 SHEETS, PLUS _____ SAMPLES WHICH COMPRISE
SPECIFICATIONS, INSTRUCTIONS, AND BID FORMS. IF YOUR INVITATION CONTAINS
LESS, PLEASE ADVISE THIS OFFICE IMMEDIATELY.

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S)
AMENDMENT NO: _____ DATED: _____ AMENDMENT NO: _____ DATED: _____
AMENDMENT NO: _____ DATED: _____ AMENDMENT NO: _____ DATED: _____



GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

PAGE 1A

IMPORTANT BIDDING INFORMATION

RESIDENT MANUFACTURER PREFERENCE - To expedite the determination of eligibility for the 5% Resident Manufacturer Preference, vendor must complete the following if applicable:

I (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED _____

AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED, OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.

SIGNATURE OF BIDDER: _____
(Vendor Must Sign)

RESIDENT PREFERENCE - PURSUANT TO SECTIONS 13-1-1 & 13-4-2 N.M.S.A. 1978, BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING.

All Bidders: must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder:

☐ NO FINANCIAL INTEREST ☐ YES FINANCIAL INTEREST

IF YES, SPECIFY, BY NAME: _____

☐ TABULATION REQUESTED (Tabulation will be mailed upon request - INSERT CHECK MARK HERE IF YOU WISH TO RECEIVE TABULATION.) TELEPHONE RESULTS OF BIDS WILL NOT BE GIVEN.

FAILURE OF BIDDERS TO COMPLETE BIDDING DOCUMENTS IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED IS CAUSE FOR THIS OFFICE TO REJECT BIDS.

Brand names and numbers are for reference only, equivalents will be considered. If bidding "Equivalent," BIDDERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST, PREFERABLY WITH BID TO AVOID DELAY IN AWARD.

Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match existing equipment.

If any bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the State Purchasing Agent, in writing, AT LEAST SEVEN (7) DAYS PRIOR to the bid opening date.

Bidders must, upon request of the State Purchasing Agent's Office, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent reserves the right to require a bidder to furnish a Performance Bond PRIOR TO AWARD, where the bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the bidder.

**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION**

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CONTRACT**ARTICLE I - STATEMENT OF WORK**

Contract to provide requirements as indicated in specifications

ARTICLE II - TERM

The term of this Contract will be as indicated in specifications

ARTICLE III - TERMINATION

This Contract may be terminated by either signing party upon written notice by either party to the other at least thirty (30) days in advance of the date of termination. Termination of this contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

ARTICLE IV - AMENDMENT

This Contract may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Contract **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in bid and contract documents.

ARTICLE V - PRICE SCHEDULE

Price(s) as listed are firm.

ARTICLE VI - INDEMNITY CLAUSE

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor's and/or its employees, own negligent act(s) or omissions(s) while contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 57-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s) bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to worker's compensation.

ARTICLE VII - CONTRACTOR AGREEMENT

Contractor agrees to:

- A. Furnish all equipment, material, labor and tools, required to perform the work specified.
- B. Provide competent supervision and skilled personnel to perform all work in progress.
- C. Comply with all local, state, and federal laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property of the state of New Mexico in connection with the performance of the work covered by this contract.
- D. Provide the workers adequate insurance, including but not limited to worker's compensation.
- E. Make necessary arrangements for storage of his/her tools and/or equipment. The state agency will not be responsible for any lost or stolen property.
- F. Be responsible for all cleanup work on the project site and at the equipment storage area (s) prior to final inspection and acceptance.
- G. Comply with all applicable codes for this type of work.
- H. Be held liable for any damages which occur because of his/her negligence or that of his/her employees.

CONTRACTOR LICENSE NUMBER (IF APPLICABLE) _____ CLASSIFICATION: _____

**NEW MEXICO ENERGY MINERALS AND NATURAL
RESOURCES DEPARTMENT**

**OIL CONSERVATION DIVISION
INVITATION FOR BIDS**

The New Mexico Oil Conservation Division ("Division") has issued an Invitation for Bids for the plugging/remediation/restoration of the following abandoned oil and gas well(s)/well site(s):

OPERATOR	WELL NAME	LOCATION	COUNTY
Woosley Oil Co.	Santa Fe Energy Well No. 1	Unit P-8-19N-06W	McKinley County
Woosley Oil Co.	Santa Fe Energy Well No. 2	Unit A-17-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 1	Unit D-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 2	Unit C-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 3	Unit A-16-19N-06W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-1	Unit I-11-19N-05W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-2	Unit J-11-19N-05W	McKinley County

Responsible bidders are invited to submit turnkey bids to plug/remediate/restore these well(s)/well sites in accordance with plugging/remediation/restoration procedures established by the Division. Sealed bids must be submitted to the Purchasing Division on or before **December 1, 1998.**

The Invitation for Bids, including information about the current condition of the well(s)/well site(s) and the plugging/remediation/restoration procedures, as well as required bid forms are available from Dorothy Phillips at the Division's Santa Fe Office: 2040 South Pacheco, Room 402, Santa Fe, NM 87505, Phone: (505)827-7137; or from the contact person.

INSTRUCTIONS TO BIDDERS

The New Mexico Oil and Gas Act, §§70-2-37 & 38, establishes the Oil and Gas Reclamation Fund under the administration of the New Mexico Oil Conservation Division (OCD) of the Energy, Minerals and Natural Resources Department (EMNRD). The fund may be used to plug oil and gas wells and remediate/restore well sites which have been abandoned without being properly plugged/remediated/restored by the operator.

EMNRD-OCD is, by this Invitation for Bids (IFB), soliciting bids from responsible, qualified bidders to perform the plugging/remediation/restoration operations on one or more wells/well sites in accordance with the plugging/remediation/restoration procedure(s) which are included in the IFB. If more than one well/well site, the bid shall both state a total for all wells/well sites as well as set forth the amount for each individual well/well site. Bidders are advised that responsive bids are invited from both profit-making and non-profit organizations. EMNRD is an affirmative action and equal opportunity employer. The handicapped, minorities, veterans and women are encouraged to apply.

The deadline for the receipt of bids is no later than **December 1, 1998**. One (1) copy each of the three Bid Form pages only, with original signature, must be received and stamped in at the State Purchasing Division, Room 2016, Joseph M. Montoya Building, 1100 St. Francis Drive, Santa Fe, New Mexico 87505 (505/827-0472). Bids in response to this IFB will be opened publicly at 2:00 p.m., **December 4, 1998**, at the State Purchasing Division, Room 2016, Joseph M. Montoya Building, 1100 St. Francis Drive, Santa Fe, New Mexico 87505. The name of each bidder and the lump sum of each bid will be announced.

The Contract Time for project completion shall be no later than ninety (90) calendar days after the Contractor receives via certified mail a Notice to Proceed, including all Sundays, holidays and non-work days.

An abstract of the bids may be available for public inspection from the Purchasing Division on request. Those portions of any bid for which a Bidder has made a written request for confidentiality, and the EMNRD-OCD Director has made a finding which concurs in that confidentiality, shall be withheld from public inspection.

IMPORTANT —

BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE INVITATION FOR BIDS NUMBER AND THE OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

bids shall include site cleanup as specified. An hourly rate for some basic services is also requested along with some other basic unit costs. Bids will be awarded to the lowest and/or the best turnkey bidder capable of performing services as specified. **ONE COPY EACH OF THE THREE BID FORM PAGES ONLY, WITH ORIGINAL SIGNATURE AFFIXED, SHALL BE SUBMITTED.**

Please contact the EMNRD-OCD Contact Person listed below prior to submitting your bid:

Charlie Perrin
Aztec District Office
1000 Rio Brazos Road
Aztec, New Mexico 87410
Telephone (505) 334-6178 Ext. 16

ALTERNATE PROCEDURE PROVISIONS

1. If changes in procedures are initiated by the EMNRD-OCD that will require time, materials, equipment or supplies beyond those required by the original turnkey procedure, charges for these will be paid by the EMNRD-OCD based on the Supplemental Bid Rates.
2. Should there be charges above those required by the original turnkey procedure that are not covered by the "Supplemental Bid Rate Schedule", these charges must be competitive with area vendor prices. These may be billed as Third Party charges if not supplied by the primary contractor.
3. If changes in procedures are initiated by the EMNRD-OCD that will require less time, materials, equipment or supplies than those required by the original turnkey procedure, the EMNRD-OCD reserves the right to revert to hourly charges plus actual cost for materials, supplies and equipment used for the work performed. Minimum payment will not be less than twenty-five percent of the original turnkey bid.
4. If problems are encountered which could not be reasonably foreseen by a review of the EMNRD-OCD records and an on-site inspection, the contractor will be required to make a reasonable and good faith effort to resolve these problems under the turnkey provisions. If these reasonable efforts fail, any time, materials, equipment or supply costs required to correct these problems will be billed to the EMNRD-OCD in addition to the turnkey price based on the Supplemental Bid Rates. The EMNRD-OCD reserves the right to discard the turnkey bid and to be billed solely at the Supplemental Bid Rates if it is determined that the problem is unresolvable or cost prohibitive. Minimum payment will not be less than twenty-five percent of the turnkey bid.
5. A "Third Party" charge is defined as charges for goods, services or equipment furnished by a company or individual other than the primary vendor. All Third Party charges must be billed to the primary vendor. The primary vendor should include in his bill to the EMNRD-OCD a listing of all Third Party charges supported by invoices and field tickets from the Third Party vendors, unless the charges are covered by the supplemental bid data. In that case, listing the charge on the invoice is the only requirement. No service charge will be paid by the EMNRD-OCD for the handling of Third Party charges. Failure to timely pay Third Party vendors may result in removal from the state funded-plugging\remediation\restoration bid list.
6. Under no circumstances will the EMNRD-OCD pay travel allowances or crew per diem.

General information

- A. The EMNRD-OCD will provide an authorized representative on location to monitor activities and ensure that all applicable EMNRD-OCD rules are complied with.

WELL INFORMATION AND PLUGGING/REMEDATION/RESTORATION PROCEDURE

SUMMARY WELL DATA

The information herein is taken from EMNRD-OCD well files. The bidder is responsible for obtaining all available data including a review of such files, on-site inspection and any other sources. The bidder should contact the EMNRD-OCD Contact Person listed prior to bid submission.

Failure to review available information will not justify implementing Supplemental Bid Rates or a contract modification or termination.

SURFACE CASING:

INTERMEDIATE CASING: N/A

PRODUCTION CASING:

TUBING:

OTHER INFORMATION:

PLUGGING/REMEDATION/RESTORATION PROCEDURE
including site preparation and cleanup

ATTACHED

OPERATOR		PROPERTY NAME	WELL NO.
WOOSLEY OIL CO		STATE	1
DATE	LOCATION ULSTR)	FOOTAGE	
8-9-95	D-16-19N-06W	330 FNL & 330 FWL	
API NO.		POOL	
30-031-05318		WILDCAT MESAVERDE	
Tops			
PICTURE CLIFF 534 Ft.			
CLIFFHOUSE 1739 Ft.			
MENEFE 1847 FT.			
POINT LOOKOUT 2202 FT.			
CASING RECORD:			
9 5/8 INCH 122 FT. CIRCULATED			
5 1/2 INCH 2270 FT. 7 7/8 INCH HOLE			
100 SXS.			
PIERFS. 2174 FT. - 2184 FT.			

122'
9 5/8"
CIRC.

1700'
Est.
Top
of
Cement

5 1/2"
2270'

OPERATOR WOOSLEY OIL CO		PROPERTY NAME STATE		WELL NO. 2
DATE 8-9-95	LOCATION ULSTR) C-16-19N-06W		FOOTAGE 350 FNL &1670 FWL	
API NO. 30-031-20543		POOL MESAVERDE		
Tops				
PICTURE CLIFF 532 FT.				
CLIFFHOUSE 1740 FT.		45' Calc. top		
MENEFE 1848 FT.		44' 7' Circ		
POINT LOOKOUT 2203 FT.				
CASING RECORD: 7 INCH 44 FT. CIRCULATED				
4 1/2 9.5 # 2287 FT. 6 1/4 INCH HOLE				
260 SXS. CALCULATED TOP				
PERFS. 2153 FT. - 2172 FT.		2153' Perfs 2172'		
		2287' 4 1/2"		

OPERATOR		PROPERTY NAME	WELL NO.
WOOSLEY OIL CO		STATE	3
DATE	LOCATION ULSTR)	FOOTAGE	
8-9-95	A-16-19N-06W	330 FNL & 990 FEL	
API NO.		POOL	
30-071-20562		MESAVERDE	
Tops			
PICTURE CLIFF 534 FT.			
CLIFFHOUSE 1742 FT.			
MENELEE 1890 FT.			
POINT LOOKOUT 2205 FT.			
CASING RECORD:			
7 INCH 32 FT. CIRCULATED			
4 1/2 9.5 # 2214 FT. 6 1/4 INCH HOLE			
260 SXS. CALCULATED TOP CIRC.			
PERFS. 2132 FT. - 2146 FT.			

32'

7"

CIRC.

2132'

Perf.

2146'

2214'

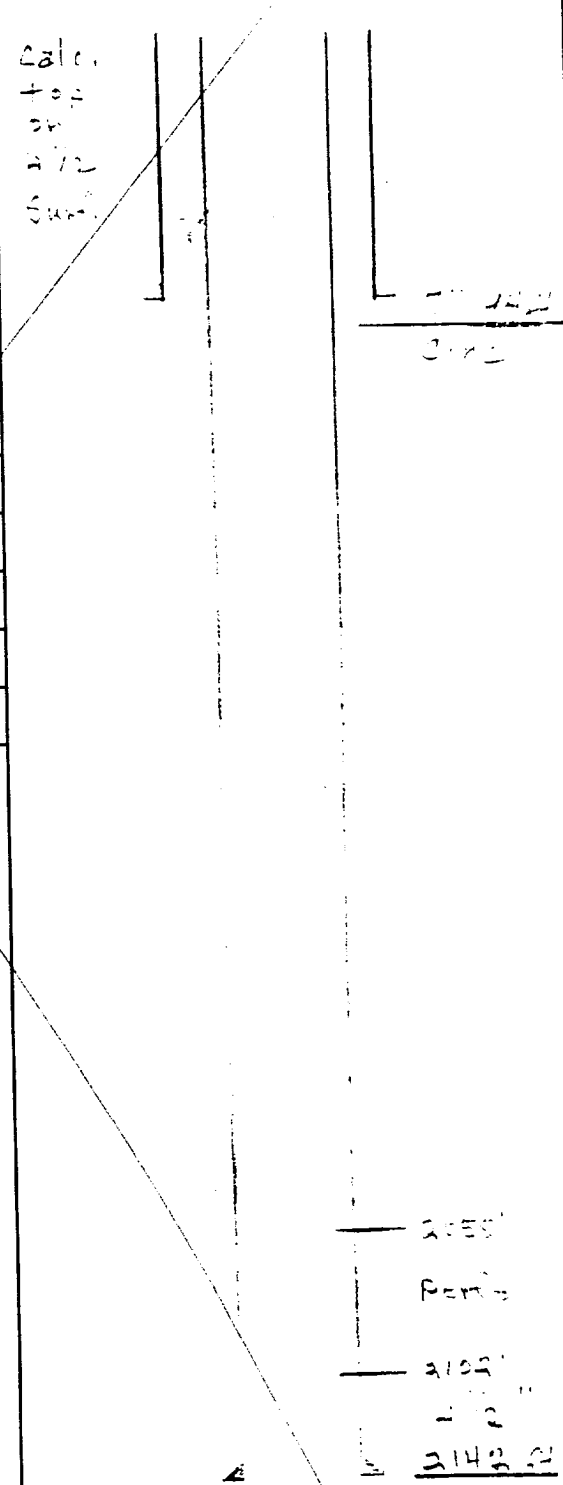
4 1/2

CIRC

OPERATOR WOOSLEY OIL CO		PROPERTY NAME PTASYNSKI	WELL NO. A - 1
DATE 8-9-95	LOCATION ULSTR) I-11-19N-05W	FOOTAGE 2310 FSL & 330 FEL	
API NO. 30-031-20839		POOL BLUE MESA MESAVERDE	

PLUGGED

Tops	
LEWIS	SURFACE
CLIFFHOUSE	1090 FT.
MENEFEE	1157 FT.
POINT LOOKOUT	2055 FT.



CASING RECORD:
7 INCH 94 FT. CIRCULATED

4 1/2 INCH 9.5 # 2142 FT. 6 1/4 INCH HOLE

??? SXS. WELL FILE SHOWS CIRC.

PERFS. 2058 FT. - 2102 FT.

29

OPERATOR

WOOSLEY OIL CO

PROPERTY NAME

PTASYNSKI

Plugged

A-2

DATE
8-9-95

LOCATION ULSTR)
J-11-19N-05W

FOOTAGE
1650 FSL & 1650 FEL

API NO.
30-031-20864

POOL
BLUE MESA MESAVERDE

Tops

CHACRA 662 FT.

CLIFFHOUSE 1122 FT.

MENEFEE 1162 FT.

POINT LOOKOUT 2142 FT.

*Calc
Top
2142
Surf.*

*92'
7"*

CASING RECORD:
7 INCH 92 FT. CIRCULATED

4 1/2 INCH 10.5 # 2226 FT. 6 1/4 INCH HOLE

165 SXS. 364 CF *Calc Top Surf.*

PERFS. 2134 FT. - 2142 FT.

2134'

Perfs

2142'

2226'

33

TYPE A DEC.

TYPE "H" (HEAVY): PLUG/REMEDIAL/RESTORE SEVEN ABANDONED OIL AND GAS WELLS/ WELLS SITES - PLUG 5 ABANDONED OIL AND GAS WELLS TO PREVENT MIGRATION OF FLUIDS.

ELECTRICIANS ADDENDUM		
	BASE	FRINGE BENEFITS
GROUNDMAN (OUTSIDE)	15.16	4.27
EQUIPMENT OPERATOR (OUTSIDE)	17.98	4.38
LINE/MAINTENANCE OR TECH	18.57	4.41
CABLE SPICER (OUTSIDE)	19.75	4.46

• PLEASE ENTER THE DECISION NUMBER ASTERISKED ABOVE ON THE RIGHT HAND CORNER OF EACH PAYROLL SUBMITTED FOR PROPER IDENTIFICATION

STER

PLEASE READ PERTINENT INFORMATION ALSO
ATTACHED. IF YOU HAVE QUESTION OR COMMENTS ON THIS
WAGE DECISION, CALL (505) 827-6837.

TYPE "A" 08/01/98

35

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R.

THE SCHEDULE OF WAGE SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT & EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK. JOB DESCRIPTION FOR CLASSIFICATION LISTED ON THIS WAGE DECISION ARE AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, DEPARTMENT OF LABOR, 1590 PACHICO ST., SANTA FE, NM 87505.

PLEASE READ PERTINENT INFORMATION ALSO

REQUIREMENTS FOR BIDDERS AND GENERAL CONDITIONS

ITEMS BELOW APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF CONTRACT ISSUED PURSUANT TO THIS INVITATION FOR BIDS.

REQUIREMENTS:

1. All bid amounts and prices are totals to be paid by the Oil Conservation Division of New Mexico Energy Minerals and Natural Resources Department. Applicable gross receipts taxes are to be paid by the contractor out of amounts set forth in bids and Supplemental Bid Rates. The bidder must guarantee services offered will meet or exceed requirements and specifications given in the Invitation For Bid.
2. Bids must be submitted in writing. Telephone bids are not acceptable. Each bid shall be placed in an envelope completely sealed and properly labeled with the plugging bid identification number on the outside of the return envelope. **Bids must be received and date stamped on or before the hour and date specified for the bid opening.** Late bids properly identified will be returned to the bidder unopened. Late bids will not be considered under any circumstances.
3. Bid prices must be firm. Price increases will not be considered.
4. Bid totals must be verified for mathematical accuracy.
5. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it.
6. Bids cannot be altered or amended after opening time. No bid can be withdrawn after opening time without approval of the EMNRD-OCD based on a written acceptable reason.
7. The EMNRD-OCD reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the State of New Mexico.
8. In case of tie bids, price and quality being equal, the award will be made by lot.
9. If the bidder takes no exception to specifications, he will be required to furnish services as defined and outlined in the invitation to bid.
10. Default or failure to meet the specifications authorizes the EMNRD-OCD to purchase the services elsewhere and charge full increase, if any, to the defaulting contractor.
11. To be eligible to bid a contractor must have at least the state minimum General Liability, Automobile Liability, and Workers Compensation Insurance as set forth in the *General Conditions*.
12. Bidders will provide a State of New Mexico Taxation and Revenue identification number, signed and dated plus a federal nine digit Taxpayer Identification Number (Employer Identification).
13. Unless the bidder has previously been approved by EMNRD-OCD for well-plugging/remediation/restoration services, bidder must submit a statement of the bidder's background and experience which qualifies the bidder to perform the services requested by this IFB. Such statement shall include how long the bidder has been performing such services, the experience of the principals and references of at least five persons for whom the bidder has performed such services, including names addresses, phones and the name of the contact person.
14. Failure by the successful bidder to return the signed contract with acceptable insurance certificate and any other requirements of the invitation to bid within fifteen (15) working days after receipt via certified mail of the Notice of Award shall be just cause for the cancellation of the award.

6. Subcontracting

The contractor shall not subcontract any portion of the services to be performed under this agreement nor obligate itself in any manner to any third party, with respect to any rights or responsibilities under this agreement, without the prior written approval of EMNRD-OCD. The notice of award may reflect approval of subcontractors listed on contractor's bid submission.

7. Records and Audit

The contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by EMNRD-OCD, the Department of Finance and Administration, the State Auditor and if Federal or Indian lands or funds are involved, the United States Interior Department and Comptroller General for three (3) years after the final payment has been made to and all matters relating to performance under this agreement have been settled. EMNRD-OCD shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of EMNRD-OCD to recover excessive, illegal, or incorrect payments.

8. Release

The contractor, upon final payment of the amount due under this agreement, releases EMNRD-OCD, its officers and employees, and the state of New Mexico from all liabilities, claims, and obligations whatsoever arising under or from this agreement. The contractor agrees not to purport to bind the state of New Mexico to any obligation not assumed herein by the state of New Mexico unless the contractor has the express written authority to do so, and then only within the strict limits of that authority.

9. Civil and Criminal Liability Notice

The Procurement Code, Chapter 13, Article 1 of N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance

The contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the contractor is found not to be in compliance with these requirements during the life of this agreement, the contractor agrees to take appropriate steps to correct those deficiencies.

11. Applicable Law

This agreement shall be governed by the laws of the State of New Mexico. Any action brought on this contract shall be in the District Court for Santa Fe County.

12. Waiver

No waiver of any of the terms or conditions of this agreement shall be valid or binding unless it is in writing and signed by the party having granted the waiver.

STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

WELL/WELL SITE PLUGGING/REMEDIATION/RESTORATION CONTRACT

THIS AGREEMENT is made and entered into by and between the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, hereinafter referred to as "EMNRD-OCD", and, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1 Scope of Services

1.1 The Contractor shall perform the work necessary to properly plug/remediate/restore in accordance with the Rules and Regulations of the EMNRD-OCD pursuant to the plugging/remediation/restoration procedures attached hereto as Exhibit "A", the following well(s)/well sites:

OPERATOR	WELL NAME	LOCATION	COUNTY
Woosley Oil Co.	Santa Fe Energy Well No. 1	Unit P-8-19N-06W	McKinley County
Woosley Oil Co.	Santa Fe Energy Well No. 2	Unit A-17-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 1	Unit D-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 2	Unit C-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 3	Unit A-16-19N-06W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-1	Unit I-11-19N-05W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-2	Unit J-11-19N-05W	McKinley County

This contract is entered into pursuant to Invitation For Bids No. _____ issued by the State Purchasing Division. The terms and conditions of that IFB are incorporated herein by reference and made a part hereof.

1.2 The work shall be performed under the supervision of an EMNRD-OCD representative who shall be on site during the course of performance of the contract. EMNRD-OCD, through its on-site representative

4.1.1 If EMNRD-OCD orders termination of this Agreement effective on a certain date, payment will be made for the actual number of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed or not started.

4.1.2 Acceptable materials, obtained by the Contractor for the work but which have not been incorporated therein, may, at the option of EMNRD-OCD, be purchased from the Contractor at actual cost, delivered to a prescribed location, or otherwise disposed of as mutually agreed.

4.1.3 After receipt of notice of termination from EMNRD-OCD, the Contractor may submit a claim for additional damages or costs not covered above or elsewhere. Such claim may include such cost items as reasonable idle equipment time, mobilization efforts, overhead expenses attributable to the project terminated, legal and accounting charges involved in claim preparation, subcontractor costs not otherwise paid for, actual idle labor costs if work is stopped in advance of termination date, guaranteed payments for private land usage as part of the original contract, and any other cost or damage item for which the Contractor feels reimbursement should be made. In no event, however, will loss of anticipated profits be considered as part of any settlement.

4.1.4 The Contractor agrees to make all cost records available to the extent necessary to determine the validity and amount of each item claimed.

4.1.5 Termination of a contract or portion thereof shall not relieve the Contractor of any contractual responsibilities for the work completed.

4.2 In the event the Contractor defaults on its obligations hereunder, as more specifically defined herein, EMNRD-OCD will give notice in writing to the Contractor of such default and will specify those provisions which have been violated and the corrective measures to be taken. If the Contractor, within a period of ten (10) working days after such notice, does not proceed in accordance therewith, then EMNRD-OCD may terminate this contract for breach and pursue any or all of the remedies contained herein.

4.2.1 EMNRD-OCD will have full power and authority without violating this Agreement to take the prosecution of the work out of the hands of the Contractor. EMNRD-OCD may appropriate or use any or all equipment and materials on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the opinion of EMNRD-OCD will be required for the completion of this Agreement in an acceptable manner.

4.2.2 All costs and charges incurred by EMNRD-OCD together with the cost of completing the work under contract will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under this Agreement, then the Contractor shall be liable and shall pay EMNRD-OCD the amount of such excess.

4.2.3 The Contractor will be deemed in default if it:

4.2.3.1 Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

4.2.3.2 Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work, or

4.2.3.3 Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

4.2.3.4 Discontinues the prosecution of the work and fails to resume work which has been discontinued within a reasonable time after notice to do so, or

4.2.3.5 Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or

11 Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of EMNRD-OCD.

12 Conflict of Interest

Contractor warrants that it presently has no interest in and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of this agreement.

13 Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

14 Scope of Agreement

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15 Civil and Criminal Liability Notice

The Procurement Code, Chapter 13, Article 1 of the NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16 Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the state of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct those deficiencies.

17 Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

18 Waiver

No waiver of any of the terms or conditions of this Agreement shall be valid or binding unless it is in writing and signed by the party having granted the waiver.

19 Notices

19.1 Unless EMNRD-OCD shall specify otherwise in writing, notices and all other matters concerning the work to be performed hereunder shall be addressed to EMNRD-OCD as follows:

22 Disputes

Subject to any other provisions of this Agreement, the means, ordered steps, and time frames for handling disputes between EMNRD-OCD and the Contractor are as follows:

22.1 A dispute arises if EMNRD-OCD's Contract Monitor and the Contractor cannot resolve by ordinary communications and negotiations a question of fact arising under this Agreement and the aggrieved party delivers to the other party a written Statement of Dispute including proposed terms for relief. If the dispute remains unresolved ten (10) working days after delivery of the written Statement of Dispute, EMNRD-OCD's Contract Monitor shall prepare a written decision including the reasons thereof which shall be delivered via certified mail to the Contractor within twenty (20) working days of the delivery of the initial written Statement of Dispute. The decision of EMNRD-OCD's Contract Monitor shall be final and conclusive unless, within ten (10) working days from the date of delivery of said decision, EMNRD-OCD receives from the Contractor a written request for appeal of said decision, and the reasons therefor, addressed to the Director of the Oil Conservation Division.

22.2 The Director of the Oil Conservation Division shall inquire into the facts concerning the dispute and shall render a written decision which shall be delivered via certified mail to the Contractor within ten (10) working days of receipt of the Contractor's appeal. The decision of the Director shall be final and conclusive unless, within ten (10) working days of the delivery of the Director's written decision, EMNRD-OCD receives from the Contractor a written request for appeal of said decision, and the reasons therefor, addressed to the Secretary of Energy, Minerals and Natural Resources Department.

22.3 Upon receipt of the Contractor's request for an appeal, the Secretary or an authorized representative shall make prompt arrangements to meet with the Contractor to review the material considered by the Director of the Oil Conservation Division in reaching a final decision. The Secretary's final decision shall be delivered by certified mail within ten (10) working days after such meeting. The decision of the Secretary shall be final.

22.4 The disputes procedures outlined in this clause do not preclude either party hereto appealing to a court of competent jurisdiction; provided, however, the parties hereto shall abide by the procedures provided for in this clause.

23 Attorney's Fees and Costs

If the Contractor is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, the state of New Mexico may recover from the Contractor actual attorney's fees and costs in connection with litigation brought to obtain such judicial determination or in which EMNRD-OCD is otherwise obliged to undertake legal action.

24 Suspension of Work

A Suspension of Work Notice may be issued by the on-site EMNRD-OCD Representative if the EMNRD-OCD Representative has any reasonable basis to believe that any action of the Contractor is contrary to the intent of this Agreement or if any health or safety standard is violated after verbal or written notice to cease such activities has gone unheeded. No work performed after documentation of issuance of a Suspension of Work Notice shall be eligible for payment while such notice is in effect. No work shall proceed until such notice is vacated by the EMNRD-OCD Director.

BID FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring Well/Well Site

Mail sealed bid to: Purchasing Division
Rm. 2016, Joseph M. Montoya Bldg.
1100 St. Francis Drive
Santa Fe, NM 87503
Phone 505-827-0472

Bid Identification Number: _____

Bid Opening Date and Time: **December 4, 1998 at 2:00 p.m.**

Show bid opening date and identification number in lower left hand corner of sealed bid envelope.

Failure to fill out all applicable blanks and manually sign this bid submission will disqualify bid. BIDDER'S SIGNATURE ON THIS FORM BINDS BIDDER TO ALL TERMS AND CONDITIONS IN THE INVITATION FOR BIDS.

This bid form must include:
(1) this BID FORM, (2) the SUPPLEMENTAL BID RATE SHEET and (3) the LIST OF SUBCONTRACTORS AND EQUIPMENT.

BIDDER MUST COMPLETE AND SIGN	
_____ Bidder Name	
_____ Street Address	
_____ City	_____ S t a t e
_____ Zip	
_____ Telephone	
_____ Authorized Signature	_____ Date

The bidder identified herein submits this bid in response to the referenced Invitation for Bids and agrees to abide by all the terms and conditions contained therein. Bidder further certifies that it is fully qualified to perform the work in accordance with those terms. The offer represented by this bid shall remain open for a period of ninety (90) days.

TOTAL TURNKEY BID
\$ _____

BID FORM (Page 2)

**NEW MEXICO OIL CONSERVATION DIVISION
SUPPLEMENTAL BID RATE SHEET**

(To be filled out by bidder and returned with bid)

SUPPLEMENTAL BID RATES

Bid Identification Number: _____

Bidder: _____

Supplemental Bid Rates are to be applicable if charges are made in addition to or in lieu of turnkey bid. Switching to hourly rate or other implementation of Supplementary Bid Rates must be approved by the EMNRD-OCD Representative on-site or by the District Supervisor of the appropriate District Office. The turnkey bid will not be accepted unless all Supplemental Bid Data is furnished. The Supplemental Bid Rates listed below will be considered firm bids.

DESCRIPTION OF SERVICE	RATE PER	UNIT
Rig equipped to perform all work set out in Plugging/Remediation/Restoration Procedures	\$	hour
Cement pumping	\$	plug
Cement to include any blending and any transportation costs	\$	sack
Perforating to include ten holes per run and set-up charges	\$	run
Move-in, move-out charges	\$	well
Water truck - Capacity barrels	\$	hour
Welder - Minimum hours if applicable:	\$	hour
Backhoe - Minimum hours if applicable:	\$	hour
Dozer - Minimum hours if applicable:	\$	hour
Furnished tubular goods - Description:	\$	foot