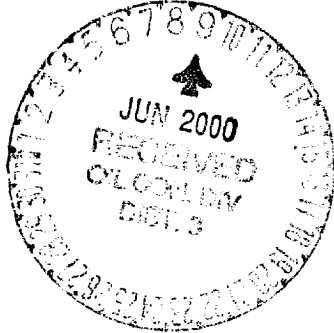


MAIL TO:
STATE OF NEW MEXICO
GSD - PURCHASING DIVISION
PO BOX 26110
SANTA FE, NEW MEXICO 87502-0110

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

VENDOR



* INVITATION TO BID *

PLUGGING WELLS IN SAN JUAN &
MCKINLEY COUNTIES

CONTRACT

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

BID NUMBER: 00-521-25-09036
COMMODITY CODE(S): 05478

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: 07/06/00 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:
EMNRD
CONSTRUCTION SERVICES CONTRACTS
2040 SOUTH PACHECO
SANTA FE NM 87503

FOB POINT: JOBSITE
REQUESTED DELIVERY:
AS REQUESTED BY USER

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 15 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: _____

KS

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and Invoicing:**
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this { Agreement } may be terminated by the contracting agency.
18. **ATTENTION:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.



STATE OF NEW MEXICO
GENERAL SERVICES
DEPARTMENT
PURCHASING DIVISION

GSD/PD F-2 (REV. 2/99)
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 13-21-1 & 13-4-2 NMSA 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 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**

GSD/PD F-2 (REV. 4-99)
PAGE 1B

Unless otherwise indicated in the bid specifications samples of the items, when required, shall be furnished free of expense to the State of New Mexico prior to the time set for the opening of the bids. Samples not destroyed or mutilated in testing, will be returned upon request by mail, express or freight, COLLECT. Each sample must be labeled to clearly show the bid number, item number and the bidder's name, regardless of any attempt by a bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

AWARDS

DETERMINATION OF LOWEST BIDDER – Following determination of product acceptability if any is required, bids will be evaluated to determine which bidders offers the lowest cost to the state in accordance with the specifications, terms & conditions set forth in the Invitation to Bid/Request for Quotation.

The State Purchasing Agent reserves the right to award this Invitation to Bid/Request for Quotation in total; by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms; which ever, in his/her judgment, best serves the interest of the State of New Mexico.

Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified. Base bid must be identified as prime bid.

The N.M. State Purchasing Director or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the State of New Mexico.

CANCELLATION: The State Purchasing Director or his/her designee reserves the right to cancel this Invitation to Bid/Request for Quotation upon a determination that such action is in the best interest of the State of New Mexico.

SPECIAL NOTICE – To preclude possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Re-submittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent.

F.O.B. DESTINATION – Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title to the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. DESTINATION may cause a bid to be declared non-responsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (827-0474) of this office at least 5 working days prior to the scheduled bid opening.

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

Page 2

CONTRACT**ARTICLE I - STATEMENT OF WORK**

Contract to provide requirements as indicated in specifications

ARTICLE II - TERMThe 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
- G. acceptance.
- H. Comply with all applicable codes for this type of work.
- I. 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: _____

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

00-521-25-09036

PAGE 3

ITEM *APPROX* UNIT * ARTICLE * UNIT
* QTY * * AND DESCRIPTION * PRICE

0001 L/S TOTAL TURN KEY BID
(SEE ATTACHMENTS)

**** 1 TOTAL ITEM(S) ****

LIST OF WELLS TO BE PLUGGED:

Santa Fe Leggs #1 – O-11-21N-10W

Santa Fe Leggs #2 – N-11-21N-10W

Santa Fe Barbs #1 – M-10-21N-10W

Walker Dome #2 – D-19-16N-09W

Nerdlihc Company, Inc. – Bullseye #1Y – C-19-16N-09W

Nerdlihc Company, Inc. – Bullseye #3 – N-18-16N-09W

Nerdlihc Company, Inc. – Bullseye #5 – K-18-16N-09W

Nerdlihc Company, Inc. – Bullseye #7 – D-19-16N -09W

Nerdlihc Company, Inc. – Bullseye #6 – K-18-16N- 09W

Nerdlihc Company Inc. – Bullseye #12 – M-18-16N-09W

Nerdlihc Company, Inc. – Bullseye #10 – O-18-16N-09W

Nerdlihc Company, Inc. – Bullseye #15 – P-13-16N-10W

Nerdlihc Company, Inc. – Bullseye #13 – O-13-16N-10W

Nerdlihc Company, Inc. – Bullseye #16 – M-18-16N-10W

Nerdlihc Company, Inc. – Marcelina #1 – A-24-16N-10W

Nerdlihc Company, Inc. - Marcelina #5 – A-24-16N-10W

Nerdlihc Company, Inc. – Marcelina #6 – H-24-16N-10W

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
A.P.A. Development, Inc.	Santa Fe Leggs #1	O-11-21N-10W	San Juan
A.P.A. Development, Inc.	Santa Fe Leggs #2	N-11-21N-10W	San Juan
A.P.A. Development, Inc.	Santa Fe Barbs #1	M-10-21N-10W	San Juan
Elmer C. White	Walker Dome #2	D-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #1Y	C-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #3	N-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #5	K-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #7	D-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #6	K-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #12	M-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #10	O-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #15	P-13-16N-10W	McKinley
Nerdlihc Company, Inc.	Bullseye #13	O-13-16N-10W	McKinley

Nerdlihc Company, Inc.	Bullseye #16	M-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Marcelina #1	A-24-16N-10W	McKinley
Nerdlihc Company, Inc.	Marcelina #5	A-24-16N-10W	McKinley
Nerdlihc Company, Inc.	Marcelina #6	H-24-16N-10W	McKinley

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 5:00 p.m. July 6, 2000.

The Invitation for Bids, including information about the current condition of the well(s)/well sites 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.

The Division's contact person for this IFB is:

Contact Person:	Charlie Perrin
District Office:	Oil Conservation Division Aztec District Office
Address:	1000 Rio Brazos Road
City and State:	Aztec, New Mexico 87410
Phone:	(505) 334-6178

NOTICE: This Invitation for Bids may be cancelled or any and all bids may be rejected in whole or in part when it is in the best interest of the State of New Mexico.

The Procurement code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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 July 6, 2000. 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., 7/6/00, 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.

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

INVITATION FOR BIDS

Bid Identification Number:

Bid Opening Date and Time: July 6, 2000

Bids are sought for plugging/remediating/restoring the following wells(s)/well site(s) pursuant to the attached procedure for each well/well site:

OPERATOR	WELL NAME	LOCATION	COUNTY
A.P.A. Development, Inc.	Santa Fe Leggs #1	O-11-21N-10W	San Juan
A.P.A. Development, Inc.	Santa Fe Leggs #2	N-11-21N-10W	San Juan
A.P.A. Development, Inc.	Santa Fe Barbs #1	M-10-21N-10W	San Juan
Elmer C. White	Walker Dome #2	D-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #1Y	C-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #3	N-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #5	K-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #7	D-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #6	K-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #12	M-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #10	O-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #15	D-13-16N-10W	McKinley
Nerdlihc Company, Inc.	Bullseye #13	O-13-16N-10W	McKinley
Nerdlihc Company, Inc.	Bullseye #16	M-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Marcelina #1	A-24-16N-10W	McKinley
Nerdlihc Company, Inc.	Marcelina #5	A-24-16N-10W	McKinley
Nerdlihc Company, Inc.	Marcelina #6	H-24-16N-10W	McKinley

§70-2-38, N.M.S.A. 1978, GRANTS TO THE CONTRACTOR SALVAGE RIGHTS IN THE EQUIPMENT OR MATERIAL REMOVED FROM THE WELL/WELL SITE. THE DIVISION MAKES NO REPRESENTATION AS TO RIGHT, TITLE OR OWNERSHIP OF ANY EQUIPMENT OR MATERIAL.

The New Mexico Oil Conservation Division hereinafter referred to as the EMNRD-OCD is soliciting TURNKEY bids for the purpose of plugging/remediating/restoring the referenced well(s)/well site(s) as per the plugging/remediation/restoration procedure that follows. If more than one well/well site, the bid shall set forth an amount for each individual well/well site as well as the total for all wells/well sites. The turnkey bid shall include any well site preparation, access to and egress from the well site including any road building or special access problems. Turnkey 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
Oil Conservation Division
Aztec District Office
1000 Rio Brazos Road
Aztec, New Mexico 87410
(505) 334-6178

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.

B. The successful bidder will be required to move on location and begin plugging/remediation/restoration within the time specified in the NOTICE TO PROCEED which will be issued after the contract is awarded, provided, however, that the EMNRD-OCD may grant an extension if the contractor is unable to proceed because of weather or site conditions or for other good cause shown. Should the successful bidder fail to proceed in accordance with this provision, the EMNRD-OCD reserves the right to withdraw the award and use the second lowest and best bidder capable of performing services as specified.

C. A contractor must provide evidence of adequate insurance at the time of the bid. Successful bidder must furnish a current CERTIFICATE OF INSURANCE naming the *State of New Mexico, Oil Conservation Division* as "Additional Insured", "Co-insured", or "Certificate Holder" prior to actual award of the contract.

D. If the contract is more than \$25,000, pursuant to Section 13-4-18, NMSA 1978 the successful bidder must provide both (i) a Performance Bond and (ii) a Labor and Materials Bond in the amount of the contract as well as comply with the attached Minimum Wage Rate Decision issued by the New Mexico Department of Labor.

E. Contractor's personnel will be expected to observe prudent safety practices at all times. Contractor will hold the EMNRD-OCD harmless from any and all loss caused by contractor's negligence or omission.

F. If for any reason this Invitation for Bids ("IFB") requires further amendment, such amendments shall be sent to all prospective bidders. Each bidder shall be required to acknowledge the receipt of any amendments on the amendment form. If such amendments become necessary, they shall be distributed in a reasonable time to allow bidders to consider the amendment in preparation of their bid.

G. Bids must be received at the Purchasing Division in Santa Fe by the time and date shown above. Late bids will not be considered. Any changes to the bid document must be initialed and dated by the individual making the changes. Any bid received with changes not dated and initialed will be rejected.

H. The provisions of this invitation to bid and all attachments hereto shall become terms and conditions of the contract between EMNRD-OCD and the successful bidder.

- I. The EMNRD-OCD reserves the right to reject any or all bids for any reason.

WELL INFORMATION AND PLUGGING/REMEDICATION/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: [SEE ATTACHED]

PRODUCTION CASING:

TUBING:

OTHER INFORMATION:

PLUGGING/REMEDICATION/RESTORATION PROCEDURE
including site preparation and cleanup

[SEE ATTACHED]

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.

15. The bidder must list all subcontractors and equipment on the attached List of Subcontractors and Equipment.

16. The bidder agrees to comply with all conditions set out above.

GENERAL CONDITIONS:

1. General Statement

This document does not commit EMNRD-OCD to pay costs incurred by any bidder in the submission of a bid, in making necessary studies and designs for the bid, or in procuring or contracting for services or supplies for the preparation of the bid. Issuance of this Invitation For Bids does not constitute an award commitment on the part of EMNRD-OCD. An Invitation For Bids may be canceled, and any or all bids rejected in whole or in part, when it is in the best interest of EMNRD-OCD. Technical irregularities may be waived that have no effect on the contractual conditions, delivery, price, quality, or quantity of the construction services, or items of tangible personal property that are bid. EMNRD-OCD specifically reserves the right to reject even responsible, qualified bids that make it impossible to determine the true amount of the bid, and bids that exceed EMNRD-OCD's budgeted or available funds for the project.

2. Confidentiality

It is further understood that all bids shall become a part of the official file on this matter without obligation to EMNRD-OCD and shall be made available for public inspection, unless the bidder specifies in writing that specific portions of the bid are confidential and are to be held confidential by EMNRD-OCD in accordance with Section 71-2-8, N.M.S.A. 1978. All matter intended to be confidential and each page of material shall also be marked clearly with the word confidential. EMNRD-OCD reserves the right to review information submitted as confidential. For this purpose, confidential information includes but is not limited to, matter that relates to trade secrets or which is privileged commercial or financial information that affects the competitive rights of the person, firm, or corporation that submits it.

3. Inspection

To assure EMNRD-OCD that the bidder has the staff, facilities, and competence to furnish the services required under this contract, EMNRD-OCD shall be allowed to determine the adequacy of the staff, facilities, and competence of any bidder considered for the contract award. For this purpose, if EMNRD-OCD deems it appropriate, the bidder shall permit representatives of EMNRD-OCD to make an inspection of the bidder's facilities and equipment. The evaluation criteria for determining bidder's qualifications shall include the possession of any necessary license and a proven record of satisfactory performance.

4. Status of the Contractor

The contractor and the contractor's agents and employees are independent contractors performing construction services for EMNRD-OCD and are not employees of the state of New Mexico.

5. Assignment

The contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval of EMNRD-OCD.

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.

13. Indemnification

The contractor shall indemnify and forever hold and save EMNRD-OCD, the State of New Mexico, its officers, and employees harmless against any and all suits, causes of action, claims, liabilities, losses and attorney's fees and all other expenses of any kind from any source which may arise out of this agreement or any amendment hereto if caused by the tortious act or omission of the contractor, its officers, employees servants, or agents. Nothing in this agreement shall be construed to waive or limit any defense at law to which EMNRD-OCD is entitled.

14. Duty to Insure

In respect solely to the work occasioned by this agreement, the contractor shall obtain and maintain at all times during the term of this agreement and any extension thereof insurance of the kind and in the amounts herein specified. Such insurance shall be provided by insurance companies authorized to do business in New Mexico and shall name the "State of New Mexico, Energy Minerals and Natural Resources Department, EMNRD-OCD, its agents and employees thereof" as "Additional Insured", "Co-insured" or "Certificate Holder" on the insurance certificate.

a. Comprehensive public liability including general liability, bodily injury liability and property damage liability insurance and automobile liability insurance covering the ownership, operation, and maintenance of owned, non-owned, and hired vehicles in amounts not less than the amounts specified in the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978.

b. Workers' Compensation in full compliance with the provisions of the New Mexico Workers' Compensation Act, Sections 52-1-1 through 52-1-70, N.M.S.A. 1978.

The contractor shall furnish EMNRD-OCD with written evidence of the insurance coverage required, and the New Mexico Energy, Minerals and Natural Resources Department-Oil Conservation Division shall be named as "Additional Insured", "Co-insured" or "Certificate Holder" on the certificate of insurance. This insurance coverage shall not be changed, canceled or allowed to lapse during this contract without giving EMNRD-OCD thirty (30) working days prior written notice.

15. 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 a notice is in effect. No work shall proceed until such notice is vacated by the EMNRD-OCD Director.

16. 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 obligated to undertake legal action.

ANY CHANGES OR EXCEPTIONS TO THESE REQUIREMENTS OR CONDITIONS MUST BE WRITTEN

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

WELL/WELL SITE PLUGGING/REMEDATION/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 site(s):

OPERATOR	WELL NAME	LOCATION	COUNTY
A.P.A. Development, Inc.	Santa Fe Leggs #1	O-11-21N-10W	San Juan
A.P.A. Development, Inc.	Santa Fe Leggs #2	N-11-21N-10W	San Juan
A.P.A. Development, Inc.	Santa Fe Barbs #1	M-10-21N-10W	San Juan
Elmer C. White	Walker Dome #2	D-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #1Y	C-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #3	N-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #5	k-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #7	D-19-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #6	K-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #12	M-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #10	O-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Bullseye #15	D-13-16N-10W	McKinley
Nerdlihc Company, Inc.	Bullseye #13	O-13-16N-10W	McKinley
Nerdlihc Company, Inc.	Bullseye #16	M-18-16N-09W	McKinley
Nerdlihc Company, Inc.	Marcelina #1	A-24-16N-10W	McKinley
Nerdlihc Company, Inc.	Marclina #5	A-24-16N-10W	McKinley
Nerdlihc Company, Inc.	Marclina #6	H-24-16N-10W	McKinley

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 or the responsible District Supervisor, shall have the sole authority to approve any changes to the Scope of Work, including the authority to proceed under an hourly rate, and to approve the Contractor's final work product.

1.3 Upon receiving the written Notice to Proceed, the Contractor shall move in and rig up on location and commence work within the time frame specified in the Notice to Proceed. The EMNRD-OCD may grant the Contractor additional time in which to move in upon a showing by the Contractor that the equipment was not available due to unavoidable delays on other work, or if weather conditions make it impractical to move in on location. Prior to commencement of work, the Contractor shall obtain all necessary permits required for this work.

1.4 All equipment, material, trash and junk shall be removed from the location and disposed of in accordance with applicable law and regulations.

2 Compensation

2.1 EMNRD-OCD shall pay to the Contractor in full payment for services rendered the sum of Dollars (\$), except as provided herein for payment under Supplemental Rate Schedule (attached as Exhibit "B").

2.2 If problems are encountered which could not be reasonably foreseen by a review of the Division records and an on-site inspection, and the contractor has made a reasonable and good faith effort to resolve these problems under the turnkey provisions, and the EMNRD-OCD onsite representative has approved such action, compensation in addition to the turnkey price based on the Supplemental Bid Rates may be charged and the contract will be amended to include the total of such amount. The number of units charged under such rates will be approved by the Division on site representative. 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.

2.3 The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor out of the sum set forth in section 2.1 above.

2.4 Payment shall be made upon receipt of a detailed invoice, after the plugging operation has been approved by the responsible EMNRD-OCD District Office, or after termination by the EMNRD-OCD for reasons of Contractor inability to successfully complete the plugging/remediation/restoration due to conditions beyond the control of Contractor or EMNRD-OCD, with the concurrence of the EMNRD-OCD.

3 Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY EMNRD-OCD AND STAMPED BY THE PURCHASING DIVISION AND THE ENCUMBRANCE HAS BEEN APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION. This Agreement shall terminate six months after execution of the contract by EMNRD-OCD, unless terminated pursuant to paragraphs 4 or 9, infra.

4 Termination

4.1 EMNRD-OCD may, by written order, terminate this Agreement or any portion thereof after determining that, for reasons beyond either EMNRD-OCD's or the Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally assigned, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be limited to, orders from duly constituted

authorities relating to energy conservation, restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor or conditions in the well which make completion of the work impossible or impractical.

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
- 4.2.3.6 Allows a final judgement, in a suit filed in connection with this contract, to stand against the Contractor unsatisfied for a period of thirty (30) working days, or
- 4.2.3.7 Makes an assignment, in connection with this contract, for the benefit of creditors, or
- 4.2.3.8 For any cause, except as provided in this contract, fails to perform the obligations under this contract to the satisfaction of the EMNRD-OCD.

5 Status of the Contractor

The Contractor and the Contractor's agents and employees are independent contractors performing well and/or well site plugging/remediation/restoration services for EMNRD-EMNRD-OCD and are not employees of the State of New Mexico. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the state of New Mexico as a result of this Agreement.

6 Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of EMNRD-OCD.

7 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.

8 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, and the State Auditors for three (3) years after final payment has been made 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.

9 Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by EMNRD-OCD to the Contractor. EMNRD-OCD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10 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 from or under 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 express written authority to do so, and then only within the strict limits of that authority.

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:

Contract Monitor:

Contracting Division: Oil Conservation Division
State of New Mexico

19.2 Unless the Contractor shall specify otherwise in writing, notices and all other matters concerning the work to be performed hereunder shall be addressed to the Contractor as follows:

[name and title of Contractor's contact]

19.3 Any and all notices or other communications required or permitted by this Agreement or by law to be served or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given upon actual receipt by or three (3) working days subsequent to certified mailing to the party to whom it is directed.

20 Indemnification

The Contractor shall indemnify and forever hold and save EMNRD-OCD, the State of New Mexico, its officers, and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses, and attorney's fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto if caused by the tortious act or omission of the Contractor, its officers, employees, servants, or agents. Nothing in this Agreement shall be construed to waive or limit any defense at law to which EMNRD-OCD is entitled.

21 Duty to Insure

21.1 In respect solely to the work occasioned by this Agreement, the Contractor shall obtain and maintain at all times during the term of this Agreement, and any extension thereof, insurance of the kind and in the amounts herein specified. Such insurance shall be provided by insurance companies authorized to do business in New Mexico and shall name the "State of New Mexico, Energy, Minerals and Natural Resources Department - Oil Conservation Division, and its agents and employees thereof" as either "Additional Insured", "Co-insured", or "Certificate Holder".

21.1.1 Comprehensive public liability including general liability, bodily injury liability and property damage liability insurance and automobile liability insurance covering the ownership, operation, and maintenance of owned, non-owned, and hired vehicles in amounts not less than the amounts specified in the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978.

21.1.2 Worker's Compensation. The Contractor shall comply fully with the provisions of the New Mexico Worker's Compensation Act, Sections 52-1-1 through 52-1-70, NMSA 1978.

21.2 The Contractor shall furnish EMNRD-OCD with written evidence of the insurance coverage required, including copies of all policies, prior to commencing work under this Agreement. The insurance coverage

shall not be changed, canceled, or allowed to lapse without giving EMNRD-OCD thirty (30) working days prior written notice.

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.

25 Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

FOR:

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

By: _____
Title

Date: _____

FOR:

(Contractor)
Federal ID # _____

By: _____
Title

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the state of New Mexico to pay gross receipts and compensating taxes

FOR:

**STATE OF NEW MEXICO TAXATION AND
REVENUE DEPARTMENT**

I.D. NO.: _____

By: _____

Date: _____

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: _____

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 1A)

BID PER WELL/WELL SITE (if more than one well/site)	BID	WELL/WELL SITE
	\$	
	\$	
	\$	

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

BID FORM (Page 3)

LIST OF SUBCONTRACTORS AND EQUIPMENT
To be filled out by the bidder and returned with bid.

Bid Number: _____

Bidder: _____

Subcontractors List

Any person submitting a bid shall in the bid set forth the name and location of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render services to the contractor in or about construction of the public works construction project in excess of the listing threshold of five thousand (\$5,000.00) dollars; and the nature of the work which will be done by each subcontractor under the New Mexico Subcontractors Fair Practices Act, Section 13-4-34, NMSA 1978. The contractor shall list only one subcontractor for each category as defined by the contractor in this bid. If no subcontractors, indicate such. Do not include suppliers.

WORK	COMPANY	ADDRESS	PHONE

EQUIPMENT LIST

Please list all major equipment to be used in performing this contract.

TYPE	MANUFACTURER	MODEL	CAPACITY	COND
Rig				
Pump				
BOP				