

INVITATION FOR BIDS

IFB RFx No.: 3160008150

Contractor to Assist the Mississippi Oil and Gas Board with the
Plugging, Remediation, and Reclamation of Orphaned Wells

Issue Date: July 15, 2026

CLOSING TIME AND DATE

Bids must be received by:
4:00 P.M. CST, August 24, 2026

CLOSING LOCATION

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

BID COORDINATOR

Missy Zebert
Mississippi Oil and Gas Board
Telephone: (601) 576-4919
E-mail: mzebert@ogb.state.ms.us

GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

The Infrastructure Investment and Jobs Act (the “IIJA”) was signed into law on November 15, 2021. The IIJA provides funding to establish state grant programs the goal of which is to address the plugging, remediation, and reclamation of orphaned oil and gas wells located throughout this United States. Pursuant to Title 42 U.S.C. § 15907(c), three types of orphaned well grant programs are authorized, to include Formula grants (*See* 42 U.S.C. § 15907(c)(4)). In partnership with the U.S. Department of the Interior (DOI) and the Orphaned Wells Program Office (OWPO), the Mississippi Oil and Gas Board (MSOGB) endeavors to ensure the effective, accountable and efficient implementation of the Formula grant program.

Pursuant to Miss. Code Ann. § 53-1-17, the MSOGB has jurisdiction and authority over all persons and property necessary to enforce effectively the provisions of this chapter and all other laws relating to the conservation of oil and gas. Part of the MSOGB’s authority with respect to the conservation laws of the State of Mississippi extends to ensuring the proper plugging, remediation, and reclamation of orphaned oil and gas wells. An orphaned well is any oil or gas well, including Class II wells, that has not been properly plugged according to the requirements of the statutes, rules and regulations governing same and for which a responsible party such as an owner or operator cannot be located or for which, for whatever reason, there is no other party that can be forced to plug the well. The MSOGB is provided with the authority to require that the plugging of wells be done in such a manner as to prevent the escape of oil or gas out of one stratum to another, and to prevent the intrusion of water into an oil or gas stratum from a separate stratum. The MSOGB is tasked with preventing the pollution of freshwater supplies by oil, gas, or saltwater and is further provided with the authority to prevent Waste as so defined (*See* Miss. Code Ann. § 53-1-3(l)).

The MSOGB has been awarded a Formula grant the funds of which will be used to plug, remediate, and reclaim orphaned wells located within the State of Mississippi. The MSOGB is seeking to retain a contractor (the “Contractor”) who will plug, remediate, and reclaim these orphaned wells. The orphaned wells pertinent to this Invitation for Bid (the “IFB”) are detailed on **Exhibit “A”** attached hereto. Details pertaining to the proposed Scope of Work pertinent to this IFB are included below and *Specifications for Plugging, Remediation, and Reclamation of Orphaned Wells* are attached hereto as **Exhibit “B”**. The Contractor should have a knowledge and familiarity with the IIJA and the Orphan Well Program established thereunder, in addition to the Statewide Rules and Regulations of the MSOGB. A qualified Contractor should possess expertise in providing the required services contemplated by this IFB. Said Contractor must be able to work alongside the MSOGB and its other contractors. Furthermore, the Contractor should be qualified to do business in the State of Mississippi.

A Bid Cover Sheet (Attachment “A”) and Bid Form (Attachment “B”) are also enclosed. **All bids should be accompanied by the proposed plugging, remediation, and reclamation procedures for each orphaned well.** MSOGB records may or may not reflect the present condition of the wells. Although every effort was made to include a copy of all useful well data, a copy of the well file for each well can be obtained at the MSOGB office in Jackson, Mississippi upon request at the normal fee for reproduction. Reference to IFB RFx No. 3160008150 will help expedite any such request.

A Contractor who desires to submit a bid proposal to MSOGB is required to attend the Pre-Bid Project Site Inspection (See Section 2 – Timeline below). This Inspection presents a prospective contractor with the opportunity to fully ascertain and properly characterize the work to be completed on each well site described on Exhibit “A” attached hereto. Contractors are expected to be aware of and fully understand the full scope of work to be performed on each well site, notwithstanding unknown and unforeseen downhole well issues that may arise from time to time which are unknown or unforeseen to both the MSOGB and the Contractor. If circumstances prohibit Contractor from attending the Pre-Bid Project Site Inspection on the dates set out in Section 2 – Timeline below, said Contractor should contact Morris Welch, MSOGB Field Director, at (601) 576-4925 or via email at mwelch@ogb.state.ms.us to schedule an alternative date. **Bid proposals will not be accepted from a Contractor who does not participate in the Pre-Bid Project Site Inspection.**

Section 2 – Timeline

IFB Issue Date	July 15, 2026
Pre-Bid Project Site Inspection	July 30 and July 31, 2026
Questions Pertaining to IFB and Project Site Visit, and Requests for Clarification Due	August 7, 2026, at 4:00 p.m. CDT
Anticipated Posting of Answers to Questions	August 14, 2026
Bid Package Submission Deadline	August 24, 2026, at 4:00 p.m. CDT
Anticipated Date of the Notice of Intent to Award	September 1, 2026

Section 3 – Contact and Questions/Requests for Clarification

3.1 Bidders must carefully review this solicitation, all exhibits, and all attachments for defects, questionable, or objectionable material. Following review, bidders may have questions to clarify or interpret the IFB in order to submit the best bid possible. Pursuant to PPRB OPSCR Rules and Regulations Section 5.2.4, any potential bidder has an opportunity to request that the procuring agency reconsider the terms of the solicitation. Any such request shall be filed with the agency official primarily responsible for the procurement **and** the Director of OPSCR within three (3) business days following the date of public notice as defined in Section 5.2.1.

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

Missy Zebert, MSOGB
Telephone: (601) 576-4919
E-mail: mzebert@ogb.state.ms.us

- 3.2** Bidders should enter “IFB RFx No. 3160008150 - Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

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

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

received by the agency by the time, date, and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

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

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

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

4.1 In addition to those specifications set out on Exhibit “B” attached hereto, Contractor shall provide services, and otherwise do all things necessary for or incidental to the performance of the Scope of Work (the “Work”), as set forth below:

- 4.1.1** Plug, remediate, and reclaim orphaned oil or gas wells located within the State of Mississippi in accordance with the rules and regulations of the MSOGB and the IJIA's Orphan Well Program, in addition to the Specifications for Plugging, Remediation, and Reclamation of Orphaned Wells attached hereto as Exhibit “B”.
- 4.1.2** Contractor will furnish all labor, equipment, materials, transportation, communication, scaffolding, hoisting, supervision, coordination, permits, sales taxes, shop drawings, and samples necessary to timely complete in a workmanlike manner the Work.
- 4.1.3** Contractor shall furnish a weekly progress report via email which summarizes activities completed for the week and activities planned for the next week. The weekly progress report shall be provided by 4:00 p.m. on Monday afternoon along with the updated schedule planned for the following week.
- 4.1.4** Contractor will coordinate with other MSOGB contractors as specified by the MSOGB to ensure proper sequencing of the Work.
- 4.1.5** Contractor will assess and report to MSOGB any environmental hazards and/or contamination within twenty-four (24) hours of identification of same.
- 4.1.6** Contractor will support and assist the MSOGB in the fulfillment of any and all Federal requirements, including but not limited to reporting, documenting, outreach, DBE participation and/or accounting needs.

4.2 The Contractor acknowledges the following:

- 4.2.1 All Work completed pursuant to this IFB must be completed in accordance with the Orphan Well Program and the rules and regulations of the MSOGB. **It is the Contractor's responsibility to be familiar with the terms and provisions of the Orphan Well Program, to include the "Davis Bacon Act", and all other parts and subparts and other related laws and acts pertinent thereto.**
- 4.2.2 All work performed pursuant to this IFB is subject to the *Build America, Buy America Act* promulgated under Section 70912 of the IIA which requires that all iron, steel, manufactured products, and construction materials used by the MSOGB, its sub-recipients or contractors, are produced in the United States. If Contractor is unable to abide by this provision, Contractor should immediately inform MSOGB and if possible, MSOGB may seek to obtain a waiver from the U.S. Department of the Interior.
- 4.2.3 Assign a Contractor Account Representative to work directly with the MSOGB.
- 4.2.4 All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products on or within state property or facilities is prohibited.
- 4.2.5 It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- 4.2.6 Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- 4.2.7 Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving state property or personnel shall be reported to the designated MSOGB contact immediately upon occurrence.

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

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

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

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

4.3 Contractors shall also:

- 4.3.1** Administer and maintain all employment and certified payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees;
- 4.3.2** Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;

- 4.3.3** Perform a background check and/or drug screening prior to placement if requested by the MSOGB and verify and/or provide the results; and,
- 4.3.4** Replace immediately, at no additional expense to the MSOGB, any employee not performing satisfactorily.

Section 5 - Basis for Award

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

Section 6 – Minimum Bidder Qualifications

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

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

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

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

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

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

1. The bidder's proposed plugging, remediation, and reclamation procedures;

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

Section 7 – Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about October 7, 2026 and to end on or before September 30, 2027.

Section 8 – Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

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

8.2 Submission Requirements

8.2.1 All bid packages must be received by the agency on or before the Bid Package Submission Deadline set out in Section 2 – Timeline above. Late bids will be rejected and remain unopened in the procurement file. MSOGB will not be responsible for delivery delays, lost packages, misdirected emails, or other errors.

A Contractor may submit its bid in **one** of the following two ways:

Option 1: Physical Bid	Option 2: Email
Mail or deliver the signed bid package in a sealed envelope to: Mississippi Oil and Gas Board Orphaned Well Program Attention: Missy Zebert 500 Greymont Avenue, Suite E Jackson, Mississippi 39202 Label the envelope clearly:	Email one complete, signed bid package (in .pdf or .XLS format) to ALL of the following addresses: jnew@ogb.state.ms.us mzebert@ogb.state.ms.us lpuryear@ogb.state.ms.us Use this subject line:

SEALED BID – DO NOT OPEN IFB RFx No. 3160008150 MSOGB will record the time and date the bid is received.	SEALED BID – Orphaned Well Program (IFB RFx No. 3160008150) The time a Contractor’s email is received in Jess New’s inbox determines the official submission line.
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- 8.2.2** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The MSOGB reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.3** If a Contractor believes any part of its bid is confidential under the *Mississippi Public Records Act* (Mississippi Code Annotated §§ 25-61-1, et. seq., and 79-23-1), it must provide an additional copy of the bid package with the relevant information redacted and identify the legal reason for each redaction.
- 8.2.4** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment E**. Failure to indicate any exception will be interpreted as the bidder’s intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment C and D** of this IFB.
- 8.2.5** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The MSOGB reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.6** As a precondition to bid acceptance, the MSOGB may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Section 9 – Bidder Certification

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

Section 10 – Debarment

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

Section 11 – Registration with Mississippi Secretary of State

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

Section 12 – Bid Opening

Bids shall be opened in the presence of one or more MSOGB officials. Bids will not be opened publicly. The name of each bidder and such other information as is deemed appropriate by the MSOGB shall be recorded.

Section 13 – Award Notification

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

Section 14 – Procurement Methodology

14.1 Restrictions on Communications with Agency and Agency Staff

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

14.2 Bidder Investigations

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

14.3 Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

14.4 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder for the purpose of restricting competition.

14.5 Rejection of Bids

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

14.6 Withdrawal of Bids

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

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

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

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

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

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

Section 15 – Required Contract Terms and Conditions

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

Section 16 – Optional Contract Terms and Conditions

Any contract entered into with the MSOGB pursuant to this IFB may include, at the discretion of the MSOGB, the optional clauses found in Attachment D and those within the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The MSOGB discourages exceptions from these

optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the state accepting other terms and conditions not found in the IFB, or which take exception to the state's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 17 – Contract Rights

Contract rights do not vest in any party until a contract is legally executed. The MSOGB is under no obligation to award a contract following issuance of this solicitation.

Section 18 - Property Rights

Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MSOGB is under no obligation to award a contract and may terminate a legally executed contract at any time.

Section 19 – Agency Website

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

Section 20 – Exhibits/Attachments

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

EXHIBIT "A"

ORPHANED WELL PROJECT SITES

Adams County

Hogue No. 1 (API # 23-001-23432)
• USDW at approx. 1,225 ft. • Oil well drilled to 6,700 ft.; perforations at 6,152 ft. to 6,154 ft.; 2-7/8 tubing to 5,946 ft.
Section 0, Township 5 North, Range 4 West
Esperance Point Field
Lat (NAD83) 31.3901299 Long (NAD83) -91.5311999

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 5,437 ft. to 5,637 ft., or CIBP at 5,537 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 1,125 ft. to 1,325 ft., or CIBP at 1,275 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

Roseland No. 1 (API # 23-001-20792)
• USDW at approx. 1,700 ft. • Oil well drilled to 6,384 ft., PBTD 6,286 ft.; perforations at 6,272 ft. to 6,275 ft.; 3-1/2 tubing to 2,245 ft.
Section 82, Township 7 North, Range 2 West LaGrange Field
Lat (NAD83) 31.5303299 Long (NAD83) -91.2932600

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top Plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 5,545 ft. to 5,745 ft., or CIBP at 5,645 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 1,600 ft. to 1,800 ft., or CIBP at 1,750 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

Walthall County

Fernwood No.1 (API # 23-147-20022)
• USDW at approx. 2,795 ft. • Oil Well drilled to 10,646 ft., PBTD 10,598 ft.; Perforations at 10,417 ft. to 10,422 ft.; 2-7/8 tubing to 10,316 ft.; pkr 10,316 ft.
Section 3, Township 3 North, Range 10 East Dinan Field
Lat (NAD83) 31.26118 Long (NAD83) -90.1897699

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top Plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 9,275 ft. to 9,475 ft., or CIBP at 9,375 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 2,695 ft. to 2,895 ft., or CIBP at 2,845 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

Fernwood Lumber No. 2 (API # 23-147-20023)
• USDW at approx. 2,815 ft. • Oil Well drilled to 10,607 ft.; Perforations at 10,448 ft. to 10,456 ft.; 2-7/8 tubing to 10,349 ft.; pkr 10,349 ft.; Other perforations: 10,396 ft. to 10,399 ft., 10,407 ft. to 10,414 ft.
Section 34, Township 4 North, Range 10 East Dinan Field
Lat (NAD83) 31.2645799 Long (NAD83) -90.18674

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top Plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 9,256 ft. to 9,456 ft., or CIBP at 9,356 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 2,715 ft. to 2,915 ft., or CIBP at 2,865 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

Fernwood Lumber Co. No. 3 (API # 23-147-20029)
• USDW at approx. 2,815 ft. • Oil Well drilled to 10,550 ft.; Perforations at 10,448 ft. to 10,460 ft.; 2-7/8 tubing to 10,225 ft.; pkr 10,225 ft.; Other perforations: 10,390 ft. to 10,404 ft.
Section 3, Township 3 North, Range 10 East Dinan Field
Lat (NAD83) 31.26207000 Long (NAD83) -90.1833900

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top Plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 9,251 ft. to 9,451 ft., or CIBP at 9,351 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 2,715 ft. to 2,915 ft., or CIBP at 2,865 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

Fernwood Lumber Co. No. 6 (API # 23-147-20034)
• USDW at approx. 2,785 ft. • Oil Well drilled to 10,600 ft.; PBTD 10,556 ft.; Perforations at 10,401 ft. to 10,420 ft.; 2-7/8 tubing to 10,248 ft., pkr 10,248 ft.
Section 34, Township 4 North, Range 10 East Dinan Field
Lat (NAD83) 31.27119000 Long (NAD83) -90.1866700

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top Plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 9,251 ft. to 9,451 ft., or CIBP at 9,351 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 2,715 ft. to 2,915 ft., or CIBP at 2,865 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

Doster A. No. 1 (API # 23-147-20041)
• USDW at approx. 2,825 ft. • Oil Well drilled to 10,616 ft.; PBTD 10,517 ft.; Perforations at 10,421 ft. to 10,428 ft.; 2-7/8 tubing to 9,000 ft., pkr 9,002 ft.; other perforations 10,436 ft. to 10,442 ft.
Section 4, Township 3 North, Range 10 East Dinan Field
Lat (NAD83) 31.25375 Long (NAD83) -90.1950300

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top Plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 9,292 ft. to 9,492 ft., or CIBP at 9,392 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 2,725 ft. to 2,925 ft., or CIBP at 2,875 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

Fernwood Lumber No. 27-15 (API # 23-147-20063)
• USDW at approx. 2,760 ft. • Oil Well drilled to 10,600 ft.; PBTD 10,545 ft.; Perforations at 10,413 ft. to 10,417 ft.; 2-7/8 tubing to 10,335 ft., pkr 10,300 ft.
Section 27, Township 4 North, Range 10East Dinan Field
Lat (NAD83) 31.2786900 Long (NAD83) -90.1815200

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top Plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 9,272 ft. to 9,472 ft., or CIBP at 9,372 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 2,660 ft. to 2,860 ft., or CIBP at 2,810 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

Fernwood Lumber Co. No. 8 (API # 23-147-20039)
• USDW at approx. 2,790 ft. • Oil Well drilled to 10,581 ft.; PBTD 10,439 ft.; Perforations at 10,408 ft. to 10,418 ft.; 2-7/8 tubing to 10,192 ft., pkr 10,192 ft.; other perforations 10,368 ft. to 10,371 ft.
Section 34, Township 4 North, Range 10 East Dinan Field
Lat (NAD83) 31.2737599 Long (NAD83) -90.1908600

Minimum Anticipated Scope of Work:

1. Base Work
 - a. Account for Site Access (roads/mats and clearing) as needed
 - b. Site reclamation
 - c. Unrestricted NORM surveys
2. Acceptable Plugs (alternate plugs should be discussed with MSOGB staff)
 - a. Top Plug – 5 ft. to 30 ft., inside and out.
 - b. USDW Plug – 200 ft. cement plug straddling USDW or CIBP set at 50 ft. below USDW with 100 ft. cement on top.
 - c. Bottom plug – 200 ft. cement plug, bottom of plug set no higher than x .9 of top perforation or CIBP set with 10 ft. cement on top.
3. General Plugging Plan
 - a. 200 ft. plug from 9,231 ft. to 9,431 ft., or CIBP at 9,331 ft. with 10 ft. cement on top
 - b. 200 ft. plug from 2,690 ft. to 2,890 ft., or CIBP at 2,840 ft. with 100 ft. cement on top
 - c. Set 25 ft. plug from 5 ft. to 30 ft., inside and out.

EXHIBIT “B”

Specifications for Plugging, Remediation, and Reclamation of Orphaned Wells

1. These specifications are for the plugging, remediation, and reclamation of orphaned wells within the State of Mississippi. These wells must be plugged, remediated, and reclaimed in accordance with the Infrastructure Investment and Jobs Act’s (the “IIJA”) Orphan Well Program, in addition to the Statewide Rules and Regulations of the Mississippi Oil and Gas Board (“MSOGB”). Any specifications or requirements contained in the Bid Notice are made a part of these specifications.

A. GENERAL REMEDIATION AND RECLAMATION PROVISIONS (APPLICABLE TO ALL PROJECT SITES)

1. Contractor must submit to the MSOGB an individual work plan, including written procedures, for each well listed on Exhibit “A” along with the Contractor’s bid amount for each well and a total amount for all of the work to be performed pursuant to this IFB.
2. Contractor’s work plan for each well must be approved by the MSOGB before any work begins pursuant to this IFB. Contractor must comply with all applicable federal and state statutes, rules and regulations, including those regarding the filing of forms.
3. Contractor will begin the work contemplated by this IFB within thirty (30) days of being notified by the MSOGB to proceed.
4. Contractor acknowledges that all pipe and cementing work (if any) will be done during a five (5) day work week with a representative of the MSOGB on location to witness said work. Contractor acknowledges that the MSOGB must approve any changes in the approved work plan necessitated by unexpected well problems. The Contractor shall notify the MSOGB’s designated representative at least forty-eight (48) hours prior to beginning any pipe or cementing work so that witnessing arrangements can be made.
5. Contractor will be responsible for gaining and preparing access to the well site as may be required and the cost of gaining and preparing such access shall be included in any bid proposal.
6. Bid specifications require an absolute turnkey bid. It is the Bidder’s responsibility to attend the Pre-Bid Project Site Inspection as set forth in Section 2 – Timeline above. If a payment adjustment is needed as the result of an unknown or unforeseen occurrence on a particular project site, a change order may be allowed. Any adjustment in the contract price may be made by agreement on a fixed price adjustment before commencement of the additional performance, by Time and Materials (T&M) rates specified in the contract,

or by the costs attributable to the event or situation rendering a price adjustment necessary.

7. MSOGB Statewide Rule 28 requires the removal of concrete bases, unless the landowner agrees in writing to allow the concrete base to remain on the property as is. Contractor shall provide a copy of said written agreement to the MSOGB.
8. Contractor shall remove and dispose of all liquids from vessels (stock tanks, separators, heater treaters, etc.) associated with the well. Contractor shall restore the location by filling and leveling the hole dug to cut casings, removing all equipment from the well site that was associated with the well operation (per MSOGB Statewide Rule 28), and leveling/smoothing all containment berms and firewalls.
9. It shall be the sole responsibility and expense of the Contractor to provide all necessary sanitary facilities.
10. All costs connected with the mobilization and demobilization of equipment required to complete the work shall be borne by the Contractor.
11. The Contractor shall be responsible for all transportation including loading and unloading of all equipment, supplies, materials, tools, and incidental items required to complete the Work.
12. The Contractor shall be responsible for removing all pipe, cement slabs, equipment and vessels located on the well site.
13. The Contractor shall be responsible for monitoring conditions and taking all necessary precautions to prevent loss of life and property from any and all adverse weather conditions.
14. Liabilities: Except as otherwise provided by law, MSOGB will not be responsible for the loss of, or damage to Contractor's equipment, or the death of, or injury to the Contractor's personnel, or for death of, or injury to persons, or for damages to property resulting from Contractor's operations under this contract.
15. Wells Determined To Be Non-existent: If during the course of initiating the Work contemplated by this IFB, it is discovered that what was thought to be the well was in fact not such, MSOGB reserves the right to substitute another orphaned well with similar characteristics and mechanical configuration, or to remove the well from the contract and reduce the contract amount by the amount of the Contractor's bid price. MSOGB will pay the Contractor for expenses (if any) incurred at the time the well is determined to be non-existent, not to exceed \$2,500.

16. Work Prohibited by Weather or other Natural Causes: If during the course of initiating the Work, weather or other natural conditions render the work associated with said well impossible within the contract time allowed, MSOGB reserves the right to substitute another project site with similar characteristics and mechanical configuration, or to remove the well from the contract and reduce the contract amount by the amount of the Contractor's bid price for said well.
17. Wells Acquired by Another Active Operator: If after execution of a contract between MSOGB and the Contractor, a viable operator petitions MSOGB to become operator of a well included in the contract, MSOGB reserves the right to substitute another orphaned well with similar characteristics and mechanical configuration, or to remove the well from the contract and reduce the contract amount by the amount of the Contractor's bid price for said well.

**B. REQUIREMENTS FOR PLUGGING AN ORPHANED WELL
(ALSO INCLUDES THE GENERAL REMEDIATION AND RECLAMATION PROVISIONS
ABOVE)**

1. Contractor shall remove and dispose of all liquids contained in the production vessels and equipment associated with each well site. Pumping these fluids back into the well prior to plugging is an acceptable option, so long as said fluids are pumped into the same formation from which they were generated. Alternatively, these fluids may be mixed with mud and placed in between the cement plugs below the base of the Underground Source of Drinking Water ("USDW"), so long as the well has demonstrated mechanical integrity. This alternative option only applies to oil and gas wells.
2. When tubing is to be pulled from a well, all proper and necessary precautions shall be taken for keeping the well under control including the use of blowout preventers (BOPs) and auxiliary equipment. Testing of BOPs will be done according to Testing Requirements of MSOGB Statewide Rule 13 (Blowout Preventers and Well Control). It is the responsibility of the Contractor to maintain control of the well at all times.
3. Contractor shall furnish the rig with the necessary mud tanks, cement mixer, pumps, tools, workstring, water, and cement with a minimum of a four (4) man crew to pull tubing and packer, perforate, shoot, or part casing, place cement plugs, pressure test, tag plugs, cap well, and restore the location. The cost of any equipment and services necessitated by variances from the approved plugging procedures due to unanticipated downhole problems will be the responsibility of the Contractor.
4. With respect to plugging an orphan well where it is reasonably expected that Hydrogen Sulfide (H₂S) may be encountered, plugging operations shall be completed in accordance with MSOGB Statewide Rule 66 (Operations Involving Hydrogen Sulfide). If H₂S is reasonably expected to be encountered with respect to a particular plugging operation,

the Contractor shall be required to engage a well-qualified company or individual specializing in H₂S plugging operations where H₂S concentrations are at or above 100 ppm.

5. Plugging Requirements for a Saltwater Disposal Well

Cement shall be squeezed or emplaced by bullhead method in all open perforations with a 100 foot excess above the perforations inside the casing. A volume of cement equal to 100 annular feet shall be squeezed or emplaced by bullhead method outside the casing beginning approximately 50 feet below the base of the USDW (as defined in MSOGB Statewide Rule 63) with a 100 foot excess above the perforation inside the casing. A 25-foot cement plug shall be placed in all casing annuluses at the surface. All plug depths shall be verified by tagging and the casing above the USDW must be pressure tested to 500 psi. If casing is pulled, an additional cement plug of 100 feet shall be placed across the cut-off stub and 50 feet into surface casing. All casing and pipe must be cut off at least 3 feet below ground level and a steel plate (with plugging date and API No. noted) must be welded on top of the cut casing.

6. Plugging Requirements for a Production Well

A 100 foot cement plug (or a cast iron bridge plug with at least 10 feet of cement placed on top) shall be placed within 90% of the top open perforation and a 100 foot cement plug shall be placed inside the casing beginning approximately 50 feet below the base of the USDW, with each cement plug verified by tagging. A 25 foot cement plug shall be placed at the surface (including casing annulus if applicable). If casing is pulled, an additional 100 foot cement plug shall be placed across the cut-off stub and 50 feet into surface casing, with its presence verified by tagging. Two hundred foot (200 ft.) cement plugs may be set in lieu of tagging. All casings must be cut off at least three (3) feet below ground level and a steel plate (with plugging date and API No. noted) must be welded on top of the cut casing.

7. Plugging Requirements for a Dry Hole

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

If production casing was run: A 100 foot cement plug (or a cast iron bridge plug with 50 feet of cement placed on top) shall be placed near the shallowest open perforations. A 100 foot cement plug shall be placed inside the casing beginning approximately 50 feet below the base of the USDW with its presence verified by tagging. A 25 foot cement plug shall be placed at the surface (including casing annulus if applicable). All casings must be cut off at least three (3) feet below ground level and a steel plate (with plugging date and API No. noted) must be welded on top of the cut casing. If casing is pulled, an additional cement plug of at least 100 feet shall be placed across the cut-off stub and 50 feet into surface casing. Two hundred foot (200 ft.) cement plugs may be set in lieu of tagging.

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

Attachment A

BID COVER SHEET

Bids are to be submitted as listed below, on or before the Bid Package Submission Deadline set out above in Section 2 – Timeline.

Option 1: Physical Bid	Option 2: Email
Mail or deliver the signed bid package in a sealed envelope to: Mississippi Oil and Gas Board Orphaned Well Program Attention: Missy Zebert 500 Greymont Avenue, Suite E Jackson, Mississippi 39202 Label the envelope clearly: SEALED BID – DO NOT OPEN IFB RFx No. 3160008150 MSOGB will record the time and date the bid is received.	Email one complete, signed bid package (in .pdf or .XLS format) to ALL of the following addresses: jnew@ogb.state.ms.us mzebert@ogb.state.ms.us lpuryear@ogb.state.ms.us Use this subject line: SEALED BID – Orphaned Well Program (IFB RFx No. 3160008150) The time a Contractor’s email is received in Jess New’s inbox determines the official submission line.

Contractors should include a completed Attachment A as a part of the bid proposal.

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

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

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

What year was your company started? _____

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

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

If your company is not physically located within the State of Mississippi, how will you supply the services needed to perform the Work contemplated by this IFB?

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

Is your company licensed and/or certified to perform the Work contemplated by this IFB as required by any and all applicable federal and state law(s)?

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

For how many customers has your company provided the services required in this IFB in the past two (2) years?

Identify three (3) previous jobs performed similar to those contemplated by this IFB, and identify the company, agency, business, etc. for whom the previous jobs were performed.

What is the largest customer your company has provided the services required in this IFB in the past two (2) years?

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

Describe your anticipated methodology and your anticipated approach to properly performing the services required in this IFB.

Attachment B

BID FORM

Company	Contact Person	Telephone Number

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

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

All pricing for services required by this IFB should include all associated costs with no additional or hidden fees. **In order to address any unknown or unforeseen downhole issues that may arise when plugging an orphaned well, Contractor should include a Time and Materials (T&M) Rate Schedule along with its bid proposal.**

Proposal for Plugging, Remediation, and Reclamation of the Hogue No. 1, §0-T5N-R4W, Adams County, MS (API # 23-001-23432)	Unit Price (Per Well)
Total Price Per Well	\$

Proposal for Plugging, Remediation, and Reclamation of the Roseland No. 1, §82-T7N-R2W, Adams County, MS (API No. 23-001-20792)	Unit Price (Per Well)
Total Price Per Well	\$

Description	Quantity of Wells	Total Price (for all 2 wells)
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Total cost to plug, remediate, and reclaim each of the wells listed on Exhibit "A" attached hereto.	Two (2)	\$
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By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and all Exhibits and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and all Exhibits and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids, its Exhibits and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments C and D);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date; and
6. The Company Representative represents that its workers are licensed, certified and possess the requisite credentials to perform the Work contemplated by this IFB.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

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

Attachment C

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law: The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds: It is expressly understood and agreed that the obligation of MSOGB to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MSOGB, MSOGB shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expenses to MSOGB of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Equal Opportunity in Employment Policy: Contractor understands that the MSOGB is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
5. Compliance with Laws: Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
6. Property Rights: Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MSOGB may terminate this contract at any time for its own convenience.
7. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MSOGB agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the MSOGB within

forty-five (45) days of receipt of invoice (See Miss. Code Ann. § 31-7-301, et seq.).

8. **E-Verification:** If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MSOGB subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by MSOGB due to Contract cancellation or loss of license or permit to do business in the state.

9. **Insurance:** Contractor shall obtain and maintain, at its own expense, all insurance which shall include at a minimum, the following types and coverage limits:
 - a. **Workers Compensation** coverage as required by the State of Mississippi.
 - b. **Commercial General or Commercial Liability** insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
 - i. **Bodily Injury/Death:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
 - ii. **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
 - c. **Pollution Liability** covers any emissions, releases, discharges, and/or contamination caused by an error, omission, or any negligent acts related to the services to be provided under this Contract. Pollution Liability coverage shall be \$2,000,000.00 per occurrence limit for any single event and \$4,000,000.00 per occurrence limit for multiple events at the same location.
 - d. In the event that services delivered pursuant to this contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned,

or hired vehicles.

- i. Motor Vehicle Liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons or \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
 - ii. Motor Vehicle Property Damage insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- e. All insurance policies will list the State of Mississippi as an additional insured and upon request, Contractor will provide copies of any insurance documentation to MSOGB.
- f. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- g. Contractor shall submit to MSOGB within fourteen (14) days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within this fourteen (14) day period may be cause for your bid to be declared non-responsive or for this Contract to be cancelled.
- h. Contractor shall obtain at Contractor's expense the insurance requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- i. Contractor shall not commence work under this contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the MSOGB. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated or expires.
- j. Contractor shall submit renewal certificates as appropriate during the term of the Contract.
- k. Contractor shall instruct the insurers to provide MSOGB thirty (30) days advance notice of any insurance cancellation.

- l. Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to MSOGB.
 - m. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MSOGB. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this Contract by MSOGB.
 - n. MSOGB reserves the right to request from carriers certificates of insurance regarding the required coverage.
 - o. The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.
10. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.
11. Paymode: Payments by the MSOGB using the State's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MSOGB may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the MSOGB is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
12. Procurement Regulations: The contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.
13. Contractor's Representation Regarding Contingent Fees: By executing this Contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure said Contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the MSOGB prior to contract execution.

14. Representation Regarding Gratuities: Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MSOGB a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of the MSOGB has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Miss. Code Ann. §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
15. Stop Work Order: The MSOGB, may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period of time specified by the MSOGB. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MSOGB. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MSOGB has terminated that part of the agreement or terminated the agreement in its entirety. The MSOGB is not liable for payment for services which were not rendered due to the stop work order.
16. Termination for Convenience: The MSOGB may, when the interests of the agency so require, terminate this Contract in whole or in part, for the convenience of the MSOGB. The MSOGB shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
17. Termination for Default: If the MSOGB gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MSOGB may terminate the Contract for default and the Contractor will be liable for the additional cost to the agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination labelled termination for default shall be deemed a termination for convenience.

18. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services to be provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at the MSOGB for examination, inspection, or reproduction to the public. The contractor acknowledges and agrees that the MSOGB and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.
19. This Contract and any work performed pursuant thereto is subject to the *Build America, Buy America Act* promulgated under Section 70912 of the IIJA which requires that all iron, steel, manufactured products, and construction materials used by the MSOGB, its subrecipients or contractors, are produced in the United States. If Contractor is unable to abide by this provision, Contractor should immediately inform MSOGB and if possible, MSOGB may seek to obtain a waiver from the U.S. Department of the Interior.

Attachment D

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the MSOGB to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MSOGB, which the MSOGB may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MSOGB of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MSOGB in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MSOGB may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that MSOGB is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act (See Miss. Code Ann. §§ 25-61-1 et seq.). If a public records request is made for any information provided to MSOGB pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MSOGB shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The MSOGB shall not be liable to the Contractor for disclosure of information required by court order or required by law.
3. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MSOGB immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MSOGB determines it to be in its best interest to terminate the agreement.
4. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MSOGB, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every

kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement.

In the MSOGB's sole discretion, upon approval of the Office of the Mississippi Attorney General, Contractor, and the MSOGB, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MSOGB. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MSOGB shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MSOGB, which shall not be unreasonably withheld.

5. Attorneys' Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the MSOGB all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MSOGB in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MSOGB be obligated to pay any attorneys' fees or costs of legal action to Contractor.
6. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
7. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MSOGB. Nothing contained herein shall be deemed or construed by the MSOGB, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MSOGB and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MSOGB or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MSOGB and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MSOGB. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MSOGB, and the MSOGB shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The

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

8. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. In the event of unforeseen conditions and/or a request for a modification to the Scope of the Work resulting in an increase in the Contract sum, a written request for a change ("Change Order") shall be submitted to MSOGB for their review together with written justification and documentary evidence supporting the request for a Change Order. Such written justification and documentary evidence shall be submitted in paper and in electronic native file format acceptable to the MSOGB. MSOGB shall review same and advise in writing as to approval, rejection, or a modification of same.
9. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MSOGB or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for five (5) years after final payment is made under this agreement and all pending matters are closed and the federal program closeout, if applicable; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
10. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
11. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the MSOGB for any loss or damage, normal wear and tear excepted.
12. Termination Upon Bankruptcy: This Contract may be terminated in whole or in part by MSOGB upon written notice to Contractor if Contractor should become the subject of

bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Contract, but in no case shall said compensation exceed the total contract price.

13. Third Party Action Notification: Contractor shall give the MSOGB prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
14. Trade Secrets, Commercial and Financial Information: It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
15. Unsatisfactory Work: If, at any time during the contract term, the service performed or work done by Contractor is considered by the MSOGB to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MSOGB, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MSOGB shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
16. All records and information provided by the MSOGB to the Contractor are the sole property of the MSOGB and shall be returned to the MSOGB within thirty (30) days of the termination date of this Contract.
17. Upon termination of this Contract, Contractor shall cooperate with the MSOGB and the new Contractor, if any, during the transition of MSOGB's business to the new Contractor. Upon request from the MSOGB, Contractor shall provide all MSOGB information maintained by the Contractor in a time frame specified by the MSOGB.
18. Change in Scope of Work: The MSOGB may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MSOGB and Contractor.

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

particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

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

19. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MSOGB:	For Contractor:
Jess New, Executive Director	
Mississippi Oil and Gas Board	
500 Greymont, Suite E	
Jackson, Mississippi 39202	

20. Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the MSOGB shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MSOGB for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MSOGB is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MSOGB may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
21. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Attachment E

**IFB for Orphaned Well Program
IFB RFX No. 3160008150**

IFB Exception(s)

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

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

ATTACHMENT “F”



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

MISSISSIPPI OIL AND GAS BOARD

JESSE S. NEW, JR.
EXECUTIVE DIRECTOR

CONTRACTOR TO ASSIST THE MISSISSIPPI OIL AND GAS BOARD WITH THE PLUGGING, REMEDIATION, AND RECLAMATION OF ORPHANED WELLS

Contract No. _____

This Contract (the “Contract”) is made by and between the Mississippi Oil and Gas Board, a state agency (the “MSOGB”), whose address is 500 Greymont Avenue, Suite E, Jackson, Mississippi 39202 and _____, whose address is _____ (the “Contractor”).

1. Purpose

The purpose of this Contract is for MSOGB to engage Contractor to plug, remediate, and reclaim the orphaned oil and gas well sites identified on Exhibit “A” attached hereto. The work to be completed pursuant to this Contract shall be completed in accordance with the Infrastructure Investment and Jobs Act (“IIJA”) and the Orphaned Well Plugging and Remediation Program (the “Orphan Well Program”) included thereunder, in addition to the Statewide Rules and Regulations of the MSOGB.

2. Scope of Work

Contractor will perform and complete in a timely and satisfactory manner the services described on Exhibit “B” (the “Scope of Work”) which is attached hereto and made a part hereof by reference.

This Contract is also made subject to the terms and conditions included in Exhibit “C” (“Specifications for the Plugging, Remediation, and Reclamation of Orphaned Wells”) and Exhibit “D” (“Additional Terms and Conditions”).

3. Contract Term

This Contract will become effective for the period beginning _____ and ending on _____ (hereinafter referred to as the “Contract Term”). The parties to this Contract acknowledge that all work performed pursuant to this agreement must be completed within the Contract Term.

4. Consideration

As consideration for the performance of the Scope of Work, MSOGB agrees to compensate Contractor as provided in Exhibit “E” (“Compensation”), which is attached hereto and made a part hereof by reference.

5. Method of Payment

Contractor agrees to accept payments referenced in Paragraph 4 (“Consideration”) to be paid as billed by Contractor, upon review and approval by MSOGB and/or its designated representative. Contractor agrees to submit invoices to the MSOGB and/or its designated representative that contain a detailed account of each billing with documentation in the form and format required by MSOGB sufficient to support the sum requested along with a waiver of lien on a form acceptable to the MSOGB. The final invoice is to be submitted no later than fifteen (15) business days following the last day of work performed pursuant to this Contract. Contractor’s invoices shall be submitted to the MSOGB as set forth in Paragraph 8.

6. Availability of Funds

It is expressly understood and agreed that the obligation of MSOGB to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MSOGB, MSOGB shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MSOGB of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The MSOGB agrees to make payment in accordance with Mississippi “Timely Payments for Purchases by Public Bodies” laws, which generally provide for payment of undisputed amounts by the MSOGB within forty-five (45) days of receipt of invoice (*See Miss. Code Ann. § 31-7-301, et seq.*).

8. Paymode

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

9. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

10. Compliance with Equal Opportunity In Employment Policy

Contractor understands that the MSOGB is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

11. Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

12. Confidentiality

The MSOGB is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983* (See Miss. Code Ann. §§ 25-61-1, *et seq.*). If a public records request is made for any information provided to MSOGB by Contractor, MSOGB shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The MSOGB shall not be liable to the Contractor for disclosure of information required by court order or required by law.

13. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services to be provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Miss. Code Ann. § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at the MSOGB for examination, inspection, or reproduction to the public. The contractor acknowledges and agrees that the MSOGB and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Miss. Code Ann. §§ 25-61-1, *et seq.* and its exceptions, Miss. Code Ann. § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Miss. Code Ann. §§ 27-104-151, *et seq.*

14. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees (*See* Miss. Code Ann. §§ 71-11-1 and 71-11-3). Contractor agrees to provide a copy of each verification upon request of MSOGB subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by MSOGB due to Contract cancellation or loss of license or permit to do business in the State.

15. Procurement Regulations

The contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

16. Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MSOGB may terminate this contract at any time for its own convenience.

17. Contractor's Representation Regarding Contingent Fees

By executing this Contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the MSOGB prior to contract execution.

18. Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MSOGB a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MSOGB has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Contractor further represents that it is in compliance with the Mississippi Ethics in government laws, codified at Miss. Code Ann. §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

19. Termination upon Bankruptcy

This Contract may be terminated in whole or in part by MSOGB upon written notice to Contractor if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

20. Termination for Convenience

The MSOGB may, when the interests of the agency so require, terminate this Contract in whole or in part, for the convenience of the MSOGB. The MSOGB shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

21. Termination for Default

If the MSOGB gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MSOGB may terminate the Contract for default and the Contractor will be liable for the additional cost to the agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination labelled termination for default shall be deemed a termination for convenience.

22. Stop Work Order

The MSOGB, may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period of time specified by the MSOGB. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MSOGB. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MSOGB has terminated that part of the agreement or terminated the agreement in its entirety. The MSOGB is not liable for payment for services which were not rendered due to the stop work order.

23. Price Adjustment

- A. Price Adjustment Methods. Any adjustment in contract price, pursuant to this clause in this Contract shall be made in one or more of the following ways:
 - 1. by agreement on a fixed price adjustment before commencement of the additional performance;
 - 2. by Time and Materials (T&M) rates specified in the Contract; or
 - 3. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract.
- B. Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments.
- C. Formality of Price Adjustments. No price adjustment shall be binding upon MSOGB unless submitted in a formal document for signature in a form acceptable to MSOGB. Email, text, and/or other written communication, shall not constitute agreement and shall not evidence any understanding of the parties to this agreement. The formal document for the price adjustment shall stand alone as the best evidence of the intentions of the parties to this agreement.

24. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided,

the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

25. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

26. Change in Scope of Work

MSOGB may order changes in the services consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the project or of Contractor’s services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by MSOGB and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify MSOGB in writing of this belief. If MSOGB believes that the particular work is within the scope of the Contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Contract. Failure to provide written notice of the increased costs within three (3) days of the date of the commencement of the work shall constitute a waiver of any increased costs.

27. Attorneys’ Fees and Expenses

In the event Contractor defaults on any obligations under this Contract, Contractor shall pay to the MSOGB all costs and expenses, without limitation, incurred by the MSOGB in enforcing this Contract or reasonably related to enforcing this Contract. This includes but is not limited to investigative fees, court costs, and attorneys’ fees. Under no circumstances shall the MSOGB be obligated to pay attorneys’ fees or legal costs to Contractor.

28. Insurance

Contractor shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:

- a. **Workers Compensation** coverage as required by the State of Mississippi.
- b. **Commercial General or Commercial Liability** insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
 - i. **Bodily Injury/Death:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
 - ii. **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- c. **Pollution Liability** covers any emissions, releases, discharges, and/or contamination caused by an error, omission, or any negligent acts related to the services to be provided under this Contract. \$2,000,000.00 per occurrence limit for any single event; and \$4,000,000.00 per occurrence limit for multiple events at the same location.
- d. In the event that services delivered pursuant to this contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
 - i. **Motor Vehicle Liability** insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons OR \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
 - ii. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- e. All insurance policies will list the State of Mississippi as an additional insured and upon request, Contractor will provide copies of any insurance documentation to MSOGB.
- f. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- g. Contractor shall submit to MSOGB within fourteen (14) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within fourteen (14) days day period may be cause for your bid to be declared non-responsive or for this Contract to be cancelled.

- h. Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- i. Contractor shall not commence work under this contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the MSOGB. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated or expires.
- j. Contractor shall submit renewal certificates as appropriate during the term of the Contract.
- k. Contractor shall instruct the insurers to provide MSOGB thirty (30) days advance notice of any insurance cancellation.
- l. Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to MSOGB.
- m. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MSOGB. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this Contract by MSOGB.
- n. MSOGB reserves the right to request from carriers certificates of insurance regarding the required coverage.
- o. The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

29. No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

30. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this subsection):

For MSOGB:	For Contractor:
Jess New, Executive Director	
Mississippi Oil and Gas Board	
500 Greymont Avenue, Suite E	
Jackson, Mississippi 39202	
Email: jnew@ogb.state.ms.us	Email:

WITNESS OUR SIGNATURES, ON THE DATE FIRST WRITTEN.

INSERT CONTRACTOR NAME

MISSISSIPPI OIL AND GAS BOARD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT “A”
PROJECT SITES

EXHIBIT “B”

SCOPE OF WORK

In addition to those requirements and responsibilities set out on Exhibit “C” attached hereto (“Specifications for Plugging, Remediation, and Reclamation of Orphaned Wells”), Contractor shall provide services, and otherwise do all things necessary for or incidental to the performance of the Scope of Work, as set forth below:

- a. Plug, remediate, and reclaim orphaned oil or gas wells located within the State of Mississippi in accordance with the rules and regulations of the MSOGB, the IIJA’s Orphan Well Program, and the *Specifications for Plugging, Remediation, and Reclamation of Orphaned Wells* attached hereto as Exhibit “C”.
- b. Contractor will furnish all labor, equipment, materials, transportation, communication, scaffolding, hoisting, supervision, coordination, permits, sales taxes, shop drawings, and samples necessary to timely complete in a workmanlike manner the Scope of Work in accordance with the *Specifications for Plugging, Remediation, and Reclamation of Orphaned Wells* described on Exhibit “C” attached hereto.
- c. Contractor will coordinate with any other MSOGB contractors as specified by the MSOGB to ensure proper sequencing of the Scope of Work.
- d. Contractor will assess and report to MSOGB any environmental hazards and/or contamination within twenty-four (24) hours of identification of same.

The Contractor acknowledges the following:

- b. All work completed pursuant to this Contract must be completed in accordance with the rules and regulations of the MSOGB, the IIJA’s Orphan Well Program, and the *Specifications for Plugging, Remediation, and Reclamation of Orphaned Wells* attached hereto as Exhibit “C”. It is the Contractor’s responsibility to be familiar with the terms and provisions of the rules and regulations of the MSOGB and the IIJA’s Orphan Well Program, to include the “Davis Bacon Act”, and all parts and subparts and other related laws and acts pertinent thereto.
- c. This Contract and any work performed pursuant thereto is subject to the *Build America, Buy America Act* promulgated under Section 70912 of the IIJA which requires that all iron, steel, manufactured products, and construction materials used by the MSOGB, its sub-recipients or contractors, are produced in the United States. If Contractor is unable to abide by this provision, Contractor should immediately inform MSOGB and if possible, MSOGB may seek to obtain a waiver from the U.S. Department of the Interior.

- d. Contractor shall appoint a Contractor Account Representative to work directly with the MSOGB.
- e. All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products on or within state property or facilities is prohibited.
- f. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- g. Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- h. Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.
- i. Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the MSOGB's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- j. Perform all services in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this Contract shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.
- j. As the expert engaged on this project, Contractor shall perform the services contemplated herein in accordance with customary and reasonable industry standards applicable to an expert of like experience. The Contractor shall be responsible for plugging, remediation,

and reclamation, for the methods, means, and equipment used, and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this Contract shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only expert practices are to prevail and that only first quality materials and workmanship are to be used.

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

Contractors shall also:

- a. Administer and maintain all employment and certified payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees;
- b. Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;
- c. Perform a background check and/or drug screening prior to placement if requested by the MSOGB and verify and/or provide the results; and,
- d. Replace immediately, at no additional expense to the MSOGB, any employee not performing satisfactorily.

EXHIBIT “C”

SPECIFICATIONS FOR PLUGGING, REMEDIATION AND RECLAMATION OF ORPHANED WELLS

Contract No. _____

These specifications are for the plugging, remediation, and reclamation of orphaned wells within the State of Mississippi. The well sites listed on Exhibit “A” above must be plugged, remediated, and reclaimed in accordance with the Infrastructure Investment and Jobs Act (the “IIJA”) and the Orphaned Well Plugging and Remediation Program (the “Orphan Well Program”) created thereunder, in addition to the Statewide Rules and Regulations of the Mississippi Oil and Gas Board (“MSOGB”).

A. GENERAL REMEDIATION AND RESTORATION PROVISIONS (APPLICABLE TO ALL PROJECT SITES)

1. Contractor must submit to the MSOGB an individual work plan, including written procedures, for each well listed on Exhibit “A”.
2. Contractor’s work plan for each well must be approved by the MSOGB before any work begins pursuant to this Contract. Contractor must comply with all applicable Federal and State statutes, rules and regulations, including those regarding the filing of forms.
3. Contractor will begin the work contemplated within this contract within thirty (30) days of being notified by the MSOGB to proceed. All work must be completed within the Contract Term as set out in Section 3 above.
4. Contractor acknowledges that all pipe and cementing work (if any) will be done during a five (5) day work week with a representative of the MSOGB on location to witness said work. Contractor acknowledges that the MSOGB must approve any changes in the approved work plan necessitated by unexpected well problems. The Contractor shall notify the MSOGB’s designated representative at least forty-eight (48) hours prior to beginning any pipe or cementing work so that witnessing arrangements can be made.
5. Contractor will be responsible for gaining and preparing access to the well site as may be required and the cost of gaining and preparing such access shall be included in any cost proposal.
6. MSOGB Rule 28 requires the removal of concrete bases, unless the landowner agrees in writing to allow the concrete base to remain on the property as is. Contractor shall provide a copy of said written agreement to the MSOGB.
7. Contractor shall remove and dispose of all liquids from vessels (stock tanks, separators, heater treaters, etc.) associated with the well. Contractor shall restore the location by filling

and leveling the hole dug to cut casings, removing all equipment from the well site that was associated with the well operation (per MSOGB Rule 28), and leveling/smoothing all containment berms and firewalls.

8. It shall be the sole responsibility and expense of the Contractor to provide all necessary sanitary facilities.
9. All costs connected with the mobilization and demobilization of equipment required to complete the work shall be borne by the Contractor.
10. The Contractor shall be responsible for all transportation including loading and unloading of all equipment, supplies, materials, tools, and incidental items required to complete the work.
11. The Contractor shall be responsible for removing all pipe, cement slabs, equipment and vessels located on the well site.
12. The Contractor shall be responsible for monitoring conditions and taking all necessary precautions to prevent loss of life and property from any and all adverse weather conditions.
13. Liabilities: Except as otherwise provided by law, MSOGB will not be responsible for the loss of, or damage to Contractor's equipment, or the death of, or injury to the Contractor's personnel, or for death of, or injury to persons, or for damages to property resulting from Contractor's operations under this contract.
14. Wells Determined To Be Non-existent: If during the course of initiating the work contemplated by this contract, it is discovered that what was thought to be the well or well site was in fact not such, MSOGB reserves the right to substitute another orphaned well with similar characteristics and mechanical configuration, or to remove the well from the contract and reduce the contract amount by the amount of the Contractor's bid price. MSOGB will pay the Contractor for expenses (if any) incurred at the time the well is determined to be non-existent, not to exceed \$2,500.
15. Plugging Prohibited by Weather or other Natural Causes: If during the course of initiating the work contemplated by this contract, weather or other natural conditions render the work associated with said well impossible within the contract time allowed, MSOGB reserves the right to substitute another project site with similar characteristics and mechanical configuration, or to remove the well from the contract and reduce the contract amount by the amount of the Contractor's bid price for said well.
16. Wells Acquired by Another Active Operator: If after execution of a contract between MSOGB and the Contractor, a viable operator petitions MSOGB to become operator of a well included in the contract, MSOGB reserves the right to substitute another orphaned well with similar characteristics and mechanical configuration, or to remove the well from

the contract and reduce the contract amount by the amount of the Contractor's bid price for said well.

B. REQUIREMENTS FOR PLUGGING AN ORPHANED WELL

1. Contractor shall remove and dispose of all liquids contained in the production vessels and equipment associated with each well site. Pumping these fluids back into the well prior to plugging is an acceptable option, so long as said fluids are pumped into the same formation from which they were generated. Alternatively, these fluids may be mixed with mud and placed in between the cement plugs below the base of the Underground Source of Drinking Water ("USDW"), so long as the well has demonstrated mechanical integrity. This alternative option only applies to oil and gas wells.
2. When tubing is to be pulled from the well, all proper and necessary precautions shall be taken for keeping the well under control including the use of blowout preventers (BOPs) and auxiliary equipment. Testing of BOPs will be done according to Testing Requirements of MSOGB Rule 13 (Blowout Preventers and Well Control). It is the responsibility of the Contractor to maintain control of the well at all times.
3. Contractor shall furnish the rig with the necessary mud tanks, cement mixer, pumps, tools, workstring, water and cement with a minimum of a four (4) man crew to pull tubing and packer, perforate, shoot or part casing, place cement plugs, pressure test, tag plugs, cap well and restore the location. The cost of any equipment and services necessitated by variances from the approved plugging procedures due to unanticipated downhole problems will be determined using prior submitted Time and Materials rates or a fixed priced adjustment agreed upon between the MSOGB and Contractor.
4. With respect to well sites where it is reasonably expected that Hydrogen Sulfide (H₂S) may be encountered, operations shall be completed in accordance with MSOGB Rule 66 (Operations Involving Hydrogen Sulfide). If H₂S is reasonably expected to be encountered on a particular location, the Contractor shall be required to engage a well-qualified company or individual specializing in H₂S operations where H₂S concentrations are at or above 100 ppm.
5. Plugging Requirements for a Saltwater Disposal Well

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

feet into surface casing. All casing and pipe must be cut off at least 3 feet below ground level and a steel plate must be welded on top of the cut casing.

6. Plugging Requirements for a Production Well

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

7. Plugging Requirements for a Dry Hole

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

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

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

EXHIBIT D: ADDITIONAL TERMS AND CONDITIONS

1. Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the MSOGB to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MSOGB, which the MSOGB may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MSOGB of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MSOGB in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MSOGB may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MSOGB immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
3. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MSOGB, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the State's sole discretion, upon approval of the Office of the Mississippi Attorney General, Contractor and the MSOGB, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MSOGB. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MSOGB shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MSOGB, which shall not be unreasonably withheld.

4. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the

MSOGB. Nothing contained herein shall be deemed or construed by the MSOGB, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MSOGB and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MSOGB or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MSOGB and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MSOGB. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MSOGB, and the MSOGB shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MSOGB shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MSOGB shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the MSOGB for its employees.

5. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. In the event of unforeseen conditions and/or a request for a modification to the Scope of the Work resulting in an increase in the Contract sum, a written request for a change ("Change Order") shall be submitted to MSOGB for their review together with written justification and documentary evidence supporting the request for a Change Order. Such written justification and documentary evidence shall be submitted in paper and in electronic native file format acceptable to the MSOGB. MSOGB shall review same and advise in writing as to approval, rejection, or a modification of same.
6. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MSOGB or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for five (5) years after final payment is made under this agreement and all pending matters are closed and the federal program closeout, if applicable; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
7. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

8. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
9. Third Party Action Notification: Contractor shall give the MSOGB prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
10. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the MSOGB to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MSOGB, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MSOGB shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
11. All records and information provided by the MSOGB to the Contractor are the sole property of the MSOGB and shall be returned to the MSOGB within thirty (30) days of the termination date of this Contract.
12. Upon termination of this Contract, Contractor shall cooperate with the MSOGB and the new Contractor, if any, during the transition of MSOGB's business to the new Contractor. Upon request from the MSOGB, Contractor shall provide all MSOGB information maintained by the Contractor in a time frame specified by the MSOGB.

EXHIBIT "E"

COMPENSATION

- A. As consideration for the performance of the services referenced in Exhibit "B", MSOGB agrees to pay Contractor a total sum in the amount of _____ (\$_____) (the "Contract Price"). Said compensation shall constitute the entire compensation due to Contractor for services and all of Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. MSOGB shall not provide any prepayments or initial deposits in advance of services being rendered. The MSOGB and Contractor agree and acknowledge that the fees outlined below represent an accurate estimate of the services contemplated pursuant to this Contract and are based on the assumptions outlined below. Contractor and MSOGB will work together to co-develop a project plan outlining the specific scope, budget, timeline, and deliverables.
- B. These services and estimated fees are based on the Scope of Work included above as Exhibit "B". MSOGB may modify the estimate under each scope area as MSOGB sees fit within the terms and provisions of this Contract so long as the total amount paid does not exceed the Contract Price.
- C. In the event unknown or unforeseeable issues arise during the plugging, remediation, and reclamation of a particular project site, any adjustment in contract price may be made by agreement on a fixed price adjustment before commencement of the additional performance, by Time and Materials (T&M) rates specified within this Contract, or by costs attributable to the event or situation necessitating the need for cost adjustment.
- D. A condition precedent to payment shall be the delivery to MSOGB, and the acceptance of same, of the below enumerated documents:
1. An invoice with sufficient documentary support to justify a belief in the completeness and accuracy of same.
 2. Certified Payroll reports reflecting per well, per man, per hour labor and associated rates and taxes paid thereof.
 3. The Contractor shall issue a weekly progress report via email which summarizes activities completed for the week and activities planned for the next week. The contractor shall provide a written weekly and monthly progress report. The weekly report shall be provided on Monday afternoons with the updated Schedule.
 4. The Contractor shall report completed quantities as part of the weekly progress report.
- Fully executed and notarized lien waivers for the relevant period along with fully executed and notarized lien waivers for subcontractors, if any.
- E. Contractor must submit all invoices, in a timely manner and in a form acceptable to the MSOGB (provided that such acceptance will not be unreasonably withheld) with all the

necessary supporting documentation, prior to any payment to Contractor. No additional compensation will be provided by the MSOGB for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the MSOGB.

- F. The payment of an invoice by the MSOGB shall not prejudice the MSOGB's right to object or question any invoice or matter in relation thereto. Such payment by the MSOGB shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Contractor's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by the MSOGB, on the basis of audits, not to constitute allowable costs.